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SUPREME COURT, U. S.

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1905

No. 34

BROTHERHOOD OF RAILROAD TRAINMEN,
PETITIONER,

vs.

VIRGINIA, EX REL. VIRGINIA STATE BAR.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF APPEALS
OF THE COMMONWEALTH OF VIRGINIA

PETITION FOR CERTIORARI FILED NOVEMBER 3, 1905
CERTIORARI GRANTED FEBRUARY 12, 1906

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1963

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BROTHERHOOD OF RAILROAD TRAINMEN,
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OF THE COMMONWEALTH OF VIRGINIA

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Plaintiff's Nelson Exhibit A

Hunder

23861.52

4/11 - 3561.00
5/12 - 5000.00
6/19 - 5000.00
7/11 - 5000.00

L. A.

✓ 12174.50
44.00

12/2 - 6000.00
12/17 - 6174.50
5/23 - 149.50

Mc E

✓ 8664.50

4/4 - 4332.25
12/10 - 4332.25

Jung

✓ 4173.00

5/23 - 2086.50
12/14 - 2086.50

Wicks

✓ 3991.00

12/30 - 3991.00

Mc G

3640.00

m m

✓ 1917.50

5/23 - 958.75
766.00

1.25 credit

L & L

✓ 1549.00

5/21 - 799.50
12/27 - 749.50

R & R

✓ 1573.00

4/9 - 786.50
14/11 - 786.50

Rawling

✓ 1196.00
34.50
12/23 - 5.50

5/4 - 600.00
12/17 - 596.00
11/19 - 99.00

R & R

✓ 1066.00

5/26 - 500.00
8/12 - 300.00
12/14 - 266.00

Wicks

✓ 702.00

5/12 - 551.00
12/10 - 551.00

Handley
Black

104.00

IN THE CHANCERY COURT OF THE
CITY OF RICHMOND, VIRGINIA
PLAINTIFF'S NELSON EXHIBIT "A"

[fol. 42]

Plus 11 75253
1954

160,000

	T	T	%	
EB Huelue	287299364	290475320	3526	19722-
D R y. L	174367320	175527279	2127	1191850
Mc Elroy	79554013	80729966	997	548350
Hildebrand	74793748	75969701	938	555900
Savage	387894-	39965353	495	272250
Rawlings	320095-	33185453	410	2355-
R. L	19984540	21160499	261	1435-
L. L	10652320	17828273	220	1210-
J R. P.	16490259	17666212	218	1299-
m m Davis	15521435	16697388	200	1153-
W P Jacobs Jr	142500	15425953	190	1095-
Dan Mc G	140000	15175953	187	102450
Ratner	55000	6675953	82	551.3
O y m G. L.	23000	3475953	43	27650
		809959252	100	55000-
J S Stone	11338349			
J B m G	50000			
Osborne	1250			
	809959252	809959252	100%	55000-

[fol. 943]

1955

Handwritten notes:
 25,000
 111,299
 30,000
 19,723.00
 1,972.00

Handwritten notes:
 9/1 - 11,000
 10/1 - 3000
 Paid 1,070.00

	1954 bal	1954 credit		Total owed	
Bonalee	\$19,723.00		\$19,109.25		3 4-1 2500 = 7.9 1222.00 9/1- 1,113.99 President 10/1- 1760.00 11/1- 1070.00 - 1300 4/1- 676.39
D R Y & L	-	\$236.50	12,412.89	\$12,176.39	✓ 6/6 676.39
McElroy	-	-	7,189.41	7,189.41	✓ 4/6 7,189.41
Hildebrand	-	-	6,328.14	6,328.14	✓ 8/10 8328.14 1912 3,000.00
Savage	-	-	1,821.72	1,821.72	✓ 4/30 1,821.72
McGlynn	-	1.50	1,694.61	1,639.11	✓ 11/1 1700.00 01.689
Ravlingo	-	-	1,676.94	1,676.94	✓ 7/1/52 1,000.00 2/1/52 676.94
Jacobs	-	-	1,476.30	1,476.30	✓ 11/1 1000.00 2/1 476.30
L & L	-	-	1,179.90	1,179.90	✓ 1/1 1,179.90
Devis H M	-	\$68.25	1,090.41	1,022.16	✓ 12/1 1022.16
J R & P	-	-	975.27	975.27	✓ 5/7 975.27
Maloy	\$219.50 salaries	-	729.03	948.53	✓ 4/9 948.53
R & R	-	-	708.51	708.51	✓ 6/29 708.51
Batner	-	-	421.80	421.80	✓ 7/19 421.80

[fol. 944]

01. 934
80

McElroy	-	-	7,189.41	7,189.41 ✓	4/6 - 7,189.41
Hildebrand	-	-	6,328.14	6,328.14	8/10 - 6,328.14 9/11 3,000.00
Savage	-	-	1,821.72	1,821.72 ✓	4/30 - 1,821.72
McGlynn	-	1.50	1,694.61	1,693.11 ✓	6/11 - 1,693.11 01. 699 1700.00
Rawlings	-	-	1,676.94	1,676.94 ✓	7/15/52 - 1,676.94 8/17/51 676.94
Jacobs	-	-	1,476.30	1,476.30 ✓	11/31 - 1,476.30 8/1 - 476.30
L & L	-	-	1,179.90	1,179.90 ✓	4/1 - 1,179.90
Davis H W	-	\$68.25	1,090.41	1,022.16	12/11 - 1,022.16
J R A P	-	-	975.27	975.27 ✓	5/7 - 975.27
Maloy	-	\$219.50 salaries	729.03	948.53	4/9 - 948.53
R & R	-	-	708.51	708.51 ✓	6/29 - 708.51
Batner	-	-	421.80	421.80 ✓	7/19 - 421.80
MacO & F	-	-	160.17	160.17	10/18 - 160.17 01. 939
Maloy	-	-	25.65	25.65 ✓	6/11 - 25.65
			<u>306.25</u>	<u>\$57,000.00</u>	56,693.75

* incl 219.50 salaries

[fol. 944]

944

1955

57,800.00
51,541.27

+ Pension
63,000.00

Hendee

290883368 ✓ 2912.791.19 33525 19.109.25

Dry & L

1.888 63702 ✓ 1.891.974.52 21.777 12.412.89

Mc E

1.09192882 ✓ 1.095.866.32 12.613 7.189.41

Wildebrand

960, 65793 ✓ 96458943 11.102 6.328.14

Savage

27375000 ✓ 277687.50 3.196 1.821.72

Mc Glynn

25440000 ✓ 258337.50 2.973 1.694.61

Rawling

251.690.25 ✓ 255.627.75 2.942 1.676.94

178,437.00 - 20,000.00
158,437.00

* Jacobs

included 46,500.00 for K & J

L & L

221.10000 ✓ 225037.50 2.590 1.747.80

Davis m m

16223881 ✓ 16617631 1.913 1.090.41

104,977.00 - 12,000.00
92,977.00

J R & P

144,710.43 ✓ 148,647.93 1.711 975.27

Halcy

107.200.00 ✓ 111,137.50 1.279 729.03

Plus
219.50

Ramsey & R

10405736 ✓ 107.994.86 1.243 708.51

Ratner

60.350.00 ✓ 64.287.50 .740 421.80

Macl & J

2047662 ✓ 24414.12 .281 160.17

[fol. 945]

D. Y. L.
The E.

1.888 63702, 1.891, 974.52 21.777 12 412.89
1.09192882, 1.09 5,866.32, 12613 * 7.189.41

Wildebrand

960, 65793, 964 58943 11.102 6.328.14

Savage

27375000, 277687,50 3.196 1.821.72

Mc Glyn

25440000, 258 337.50 2.973 * 1.694.61

Rawling

251.690.25, 255.627.75 2.942 1.676.94
^{178,437.50 - 20,000}
^{2,100 - 5,550}
3,497.50 1.476.30

* Jacobs

included 46.500000, K. J.
L & L

221.10000 - 225037.50 2.590
175.964.08, 179 901.58 2.070 * 1.179.90

Davis m m

162.238.81, ^{104,437.50 - 22,000}
^{61,100 - 7,000}
166,176.31 1.913 ^{689.56}
^{421.25} 1.090.41

J R. P

144.710.43, 148.647.93 1.711 * 975.27

Halley

107.200.00, 111, 137.50 1.279 ^{plus}
^{addition}
^{21,950} 729.03

Ramsey, R

104.057.36, 107.994.86 1.243 * 708.51

Ratner

60.350.00, 64.287.50 .740 * 421.80

Macl. 3

20476.62, 24414.12 .281 * 160.17

Harley

3937.50 .045 * 2565

63000.00

8.688,409.00 8.688,409.00

57.000 ⁰⁰
⁴⁵

[fol. 945]

1030

1950

Customer	1955 bal	1955 credit	1955	Total owed
Hesslee	\$19,189.25		\$20,485.60	
Foundry	1,785.00	1956 adjustment		973-7,224.25
	77,224.25			
McElroy	7,224.25	1/2	7,574.80	3/8-7,574.80
	10,448.50			
DRY & L			7,093.40	3/4 4000.00 8/2 3093.40
Savage			5,028.60	5/13-25,430 11/14 2314.30
McGlynn		\$6.89	3,021.80	83.004.81 3/518 3-22 3100.00
Hildebrand			2,714.40	7-26 2,714.40
Ramsey & Ramsey			2,453.40	11-25-404.45 4/7 71710 11/14 404.45 12-16-404.45
Ratner & Ratner			1,890.80	14/14-57 1,890.80
Rawlins			1,803.80	4/15 1,000.00 11/14 500.00 11-12 300.00
Jacobs			1,635.60	4/12 1,000.00 * 4/15 635.60
Lewis & Lewis			1,160.00	3/11-1,160.00
MacC & Pacey		.83	1,044.00	81.043.17
JR & P			684.40	7/11-684.40
Boyle		2.84	574.20	571.36 PA 12-39 571.36
Boyle & Boyle			388.60	3/4/57-388.60
Boyle			237.80	3/4/57 237.80

COUNSEL	1956 balance	1957	1957 Total owed	Payments
X Henslee	\$30,485.60	19,913.00	+ 0	No Payments for 1955, 1956 & 1957 P.W.P.K.
McElroy ✓		9,049.74		2-27-58 — 9,049.74
Hildebrand ✓		3,996.92		Rec'd 7-29-58 \$ 3,996.92
Rerat ✓		3,436.16		7-29-58 \$1,486.16 8-25-58 2,000.00
McGlynn ✓		2,791.88		3-6-58 - 2,792. (1958 - Cash) \$12
Jaeger ✓		2,756.08		3-10-58 2,756.08
X D.R.Y. & L.		2,630.81	+ 0	
Ratner ✓		2,572.15		9-8-58 \$2,571.45
Jacobs ✓		2,362.36		3-10-58 (1,800 Cash) (1958 CR) 3-11-58 (1,600 Cash) (1958 CR) \$37.64
Lewis ✓		2,147.60		7-11-58 \$2,147.60
Savage ✓		2,076.01		3-3-58 2,076.01
Ramsey ✓	100.00	1,700.18	2,100.18	7-21-58 - 87,250 8-11-58 850.12 2,000.18
Reefings ✓		1,437.70		9-17-58 \$1,437.70
Lusk ✓		972.38		Rec'd 7-8-58 \$972.38
Mac & Pomeroy	10,485.60	1,80.01	1723.24	

McElroy ✓		9,049.74		2-27-58 — 9,049.74
Hildebrand ✓		3,996.92		Rec'd 7-29-58. \$ 3,996.92
Rorat ✓		3,436.16		7-29-58 } \$1,486.16 3-28-58 } 2,000.00
McGlynn ✓		2,791.88		3-6-58 - 2,792. (1958 - Cash) \$12
Jaeger ✓		2,756.08		3-10-58 2756.08
D.R.Y.&L. ✓		2,630.31	+ ()	
Ratner ✓		2,572.15		9-3-58 \$2,571.45
Jacobs ✓		2,362.36		3-10-58 (1,000 Cash) (1958 CR) 3-11-58 (1,362.36 Cash) (\$37.64)
Lewis ✓		2,147.60		7-11-58 \$2,147.60
Savage ✓		2,076.01		3-3-58 2,076.01
Ramsay ✓	400.00	1,700.18	2,100.18	7-21-58 - \$1,250 3-11-58 850.12 2,000.18
Beddings ✓		1,437.70		9-7-58 \$1,437.70
Lush ✓		972.38		Rec'd 7-8-58 \$972.38
Mac & Pomeroy ✓	1073.21	680.41	1723.24	
J. S. A. ✓		668.14		3-24-58 668.14
Davis		465.31		

1958

LEGAL
COUNSEL1957
balance

1958

Total owed

Payments

Hen Lee

\$15,160.00

McElroy

6,545.00

Hildebrand

4,665.00

McGlynn

3,570.00

Jaeger

3,480.00

Lush

3,040.00

Berat

2,745.00

Ramsey

2,090.00

Jacobs

1,680.00

Lewis

1,535.00

Ratner

1,255.00

Rawlings

1,035.00

Savage

1,020.00

Rives

880.00

TOTAL

2,630.00

665.00

Rec'd 2-3-59 \$6,545.-

Rec'd 3-11-59 \$4,665.

Rec'd 2-16-59 - \$3,570.

Rec'd 3-30-59 \$3,480

Rec'd 3-18-59 \$2,745.

Rec'd 2-4-59 \$700

Rec'd 3-9-59 1390
2090Cash Rec'd 3-10-59
\$1,680

Rec'd 2-4-59 \$1,535.

Rec'd 2-6-59 \$1,255.

Rec'd 3-9-59 \$1,035

Rec'd 2-12-59 \$1,020.

Cash Rec'd 2-5-59 - \$880

Hildebrand		4,665.00		Rec'd 3-11-59 \$4,665.
McGlynn		3,570.00		Rec'd 2-16-59 - \$3,570.
Jaeger		3,480.00		Rec'd 3-30-59 \$3,480
Lush		3,040.00		
Rorat		2,745.00		Rec'd 3-18-59 \$2,745.
Rapsey		2,090.00		Rec'd 2-4-59 \$700 Rec'd 3-9-59 1390 2090
Jacobs		1,680.00		Cash Rec'd 3-10-59 \$1,680
Lewis		1,535.00		Rec'd 2-4-59 \$1,535.
Ratner		1,255.00		
Rawlings		1,035.00		Rec'd 2-6-59 \$1,255. Rec'd 3-9-59 \$1,035
Savage		1,020.00		Rec'd 2-12-59 \$1,020.
Rives		880.00		Cash Rec'd 2-5-59 - \$880
Drill	2,630.00	665.00		
Foley	1,723.24 (2 years)	370.00	\$2,103.24	
Wright	465.00	265.00	\$730.31	Rec'd 3-30-59 \$730.31

Counsel's Note

Nelson Exhibit A is the same as Complainant's Exhibit K-4 filed with the deposition of W. P. Kennedy and the same as Complainant's Exhibit Orpin #1, filed with the October 12, 1962 report of conference at the Brotherhood offices in Cleveland, Ohio.

949

[fol. 949]

1034

[fol. 950]

IN THE CHANCERY COURT OF THE
CITY OF RICHMOND, VIRGINIA

PLAINTIFF'S NELSON EXHIBIT "E"

January 9th, 1956

Mr. C. R. Maher, Chief Clerk
Legal Aid Department,
Brotherhood of Railroad Trainmen
Standard Building,
Cleveland, 13, Ohio

Dear Mr. Maher:

Mr. Lush wishes you to place G. A. Clinkenbeard on the payroll as an Investigator for the firm of Davis and Lush.

You will find enclosed check in the sum of \$1,000.00 and we will be pleased to hear from you regarding this matter.

Very truly yours,

DAVIS and LUSH
By

alm
enc.

[fol. 951]

PLAINTIFF'S NELSON EXHIBIT "F"

C O P Y

WPK

July 9, 1951

Mr. Eugene A. Rerat
515 Minnesota Federal Savings & Loan Bldg.
Minneapolis, Minnesota

Dear Mr. Rerat:

Upon the recommendation of the firm of Davis, Yaeger, McGinley & Lush as well as S. C. Lush, manager of the Legal Aid Department, together with information which

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has reached me from time to time indicating your great success in handling cases for injured railroad employees under the Federal Employers' Liability Law, I am pleased to appoint you regional counsel for the Brotherhood of Railroad Trainmen in association with Regional Counsel Davis, Yaeger & Lush.

I am advised that the firm of Davis, Yaeger, McGinley & Lush is being reorganized effective July 16, 1951 and will hereafter be known as Davis, Herat, Yaeger & Lush, therefore, your appointment will be effective as of July 16, 1951.

Sincerely yours,

W. P. Kennedy (sig.)
President

cc: Mr. S. C. Lush, Mgr., Legal Aid Dept.
Mr. Tom Davis, Reg. Coun.
Mr. Carl L. Yaeger, Reg. Coun.
Mr. Philip B. Lush, Reg. Coun.

[fol. 952]

COPY

AFW:MM,p

May 23, 1949

Mr. Philip B. Lush
Davis, Michel, Yaeger & McGinley
610 Baker Building
Minneapolis 2, Minnesota

Dear Mr. Lush:

On the recommendation of Tom Davis, effective this date we are pleased to appoint you regional counsel of the Brotherhood of Railroad Trainmen in association with Regional Counsel Davis, Michel, Yaeger and McGinley.

I am enclosing herewith an agreement setting forth the condition of this appointment, and if this agreement meets with your approval please sign one copy and turn it for our files.

Sincerely yours,

President

encl.

Copy to: Mr. W. P. Kennedy, G.S.&T.
Mr. S. C. Lush, Manager,
Legal Aid Dept.
Mr. H. P. Costello, Compt.
Directory.

1038

[fol. 953]

IN THE CHANCERY COURT OF THE
CITY OF RICHMOND, VIRGINIA

PLAINTIFF'S NELSON EXHIBIT "I"

(See opposite)

32

DAVIS, RERAT, YAEGER & LUSH
REGIONAL COUNCIL
BROTHERHOOD OF RAILROAD TRAINMEN
AND
BROTHERHOOD OF RAILROAD SIGNALMEN
615 BAKER BUILDING
MINNEAPOLIS 8, MINN.

[fol. 953]

I hereby employ **DAVIS, RERAT, YAEGER & LUSH**, Attorneys at Law, of Minneapolis, Minnesota, to represent me in the prosecution and recovery of my claim against the.....
.....**C. R. & Q.**..... Railway Company for personal injuries received by me on the 9 day of July 1952 and I agree to pay them 25 percent of the net amount received or recovered by settlement or suit for their services. OR 50 per cent over \$ 50,000. or which ever amounts to the most to me.

**No Settlement to be Made Without My Consent
and Check to be Made Payable to Me.**

Dated Aug 17 1953 Donald A. Lush
Chairman

We hereby accept the above claim and cause of action, and agree to prosecute the same to settlement or judgment, on the terms above set forth.

Dated Aug 17 Davis, Rerat, Yaeger & Lush
Attorneys

1039

8-14-37

SETTLEMENT

DONALD D. BAUER vs. CB&Q RAILROAD

Amount of Gross settlement	\$107,000.00
Adjusted attorneys fees	<u>25,000.00</u>
	\$82,000.00
Less Company advances	<u>1,500.00</u>
	\$80,500.00
Less Loans	<u>9,165.00</u>
Check to Donald D. Bauer	\$71,335.00

Fee:
25% O. H. Expense

25,000.00
6,250.00

18,750.00

Extra Expense:
D. G. Klein

1,000.00

17,750.00

Special Investigation Expense
G. A. Clinkenbeard

2,662.50

15,087.50

[fol. 954]

Bames

1954

Apr. 29 Loan
 May 21 Loan
 June 28 Loan
 July 28 Loan
 Aug. 21 " " " "
 Sept. 20 Brantiff Highway - L. H. Crill
 28 Louis H. Crill - Travel
 30 Loan
 L. H. Crill
 Oct. 7 Emma R. Clarke - Vietnam fee
 8 Lincoln Orthopedic & Rehabilitation Center (exp.)
 28 Loan
 Nov. 10 Eng. E. Varnum - Deposition
 29 Loan
 Dec. 17 Loan
 28 Loan

1955

Jan. 10 Clarence L. Kemmer - attested
 16 " "
 28 Loan
 Feb. 25 Loan
 Mar. 31 Loan
 Apr. 21 " "

Apr. 21 D. G. Chapman, Jr.
 May 23 Loan
 27 Loan
 June 16 Loan
 28 Loan
 July 29 Loan

Exp 176.17
 Exp 1977.17
 Balance 381.22

X	150 -	1
X	150 -	2
X	150 -	3
X	150 -	4
X	150 -	5
	3240 -	6
	2815 -	7
X	150 -	8
	3910 -	9
	5 -	10
	100 -	11
X	150 -	12
	18920 -	13
X	150 -	14
X	100 -	15
X	150 -	16
		17
	2745 -	18
	30 -	19
X	150 -	20
X	150 -	21
X	150 -	22
X	150 -	23
	301 -	24
X	30 -	25
X	101 -	26
X	1 -	27
X	150 -	28
X	10 -	29
		30

Bauer, Donald D.

[fol. 957]

1043

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747-40-2		1955						
1	Aug 4	Loan		X	50 -	✓		1
2	31	Loan		✓	150 -	✓		2
3	30	Loan			150 -	✓		3
4	30	D.G. Chapman, Jr.	4530 ⁰⁰	-				4
5	Oct 21	Loan			2120			5
6	31	Loan		X	35 -			6
7	Nov 15	Loan		✓	150 -			7
8	Dec 1	Loan		✓	75 -			8
9	31	Loan		✓	150 -			9
10	1956							10
11	Jan 9	Loan		✓	225 -			11
12	31	Loan		X	150 -			12
13	Mar 1	Loan		X	150 -			13
14	19	Loan		X	100 -			14
15	29	Loan		X	150 -			15
16		D.G. Mc Nurlan - Time			117 52			16
17	Apr 27	Little Nurian - Exp.			11618			17
18	27	Loan		✓	150 -			18
19	May 11	Eva E. Hannon - Description			100 -			19
20	22	D.G. Mc Nurlan - Exp.			40610			20
21	23	Loan	Loan 63 15 ⁰⁰	X	300 -			21
22		James N. Bell			1424 -			22
23	22	H. Z. Ude, M.D.	35 ⁰⁰					23
24	29	D.G. Mc Nurlan - Time			175 -			24
25		Exp. included			11662			25
26	29	Donald Heston - "Habitual" fee			10 -			26
27	31	Loan		X	150 -			27
28	June 12	Eugene A. D. Cal			6875			28
29	Aug 11	L. E. C. Donnell, M.D.	25 ⁰⁰					29
30								30

Pl 8-15-51

Pl 8-15-51

No.	Description	Amount	Balance
17	Loan	150 -	1
18	CON R.C. - Travel Exp	54 36	2
27	CON R.C. - Travel Exp	34 32	3
31	Expense - Travel	84 70	4
7	Loan	150 -	5
8	Exp. E. Hansen - Ct Reporter	225 -	6
31	Loan	52 50	7
11	H. A. Mc Nurlan - Exp.	150 -	8
	" " " " - Travel	18 12 1/2	9
17	Mayer & Socher, M.D.	62 50	10
17	H. A. Mc Nurlan - Exp. & Travel	100 -	11
6	H. A. Socher, M.D.	91 50	12
6	Exp. & Travel - Hansen & Socher	25 00	13
31	Loan	30 00	14
31	Loan	150 -	15
17	Orthopedic & Fracture Clinic	150 -	16
21	Loan	44 50	17
30	Loan	100 -	18
14	Loan	150 -	19
24	Loan	95 -	20
1	Loan	150 -	21
1	Loan	150 -	22
29	Loan	150 -	23
11	Orthopedic & Fracture Clinic	150 -	24
18	H. A. Mc Nurlan - Travel	32 50	25
18	" " " " - Expense	100 -	26
1	Loan	244 54	27
2	Mayer & Socher, M.D.	150 00	28
13	Louis H. Cribb - Expense	55 00	29
		201 29	30

Bauer, Donald D vs CBA

[fol. 959]

1045

49

Multiple Columns

Wash. D.C.

747-40

1957

1	May 16 Lucile Antropoulos & Robert Carter - Expenses	200.00	1
2	June 1 Loan	X 150.00	2
3	May 31 Eugene G. Kerat - Expenses - allocated	62.31	3
4	June 1 Robert J. Hoffert - Bauer Signage Cost	10.35	4
5	" 28 Robert J. Hoffert - Bauer Signage - Deposits	229.86	5
6	" 25 Loan	X 350.00	6
7	July 31 Loan	X 150.00	7
8	July 13 Eva E. Hansen, Ct. Reporter - Expenses	98.65	8
9	" 19 Sheridan Hotel	34.73	9
10	" 19 Edward G. Emery, M.D. - Expenses	3.00	10
11	Sgt 5 Dahme Photo Print Company	11.80	11
12	" 6 Donald Bauer - Expenses to Impl	45.29	12
13	" 6 Eakerat - Expenses	168.40	13
14			14
15			15
16			16
17			17
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19			19
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30			30

"OVER"

8-14-57 Amount of Gross Settlement
Adjusted attorneys fees
Less Company advances
Less Loans
Check to Donald D. Bauer

\$107,000.00
25,000.00
82,000.00
1,500.00
80,500.00
9,165.00
\$71,335.00

Fee:
25% C.H. Expense

25,000.00
6,250.00
18,750.00

Extra Expense:
W. J. Klein

1,000.00
17,750.00

Special Invest. Expense
Y.A. Chickenbeard

2,662.50
\$15,087.50

JRB
#25,000.00
#750.00
#25,000.00

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IN THE CHANCERY COURT OF THE
CITY OF RICHMOND, VIRGINIA
PLAINTIFF'S NELSON EXHIBIT "J"

[fol. 961]

1047

D. G. C. 15
E. R. J. - 25-7-2
5/22/53 M

747 40-2

1955

1	May 25	Braniff Airlines - J. F. Barnes, Jr.		5286	1
2		J. A. Arnold - exp.		5682	2
3	24	John J. Barnes, Jr.		9350	3
4	23	E. A. C. - incident		26	4
5	31	J. A. Arnold - exp.		14429	5
6	June 15	Sheriff of Freeborn Co.	Exp. - 375	180	6
7	Oct. 2	Loan		400.00	7
8	24	Television Rental Co.		7530	8
9	Nov. 30	Loan		600	9
10		Frank L. Brady		495	10
11	Dec. 13	D. G. Clinkenshaw		4050	11
12	12	Hotel Sheraton - allocated		2880	12
13		E. A. Reed		7468	13
14	27	Frank L. Brady		10113	14
15	24	Dodger Photo Print Co.		1290	15
16	12/26/57	Thru recovery	175,000.00	278	16
17		Sickness benefit	737.56		17
18		Voucher	174,262.44		18
19		Adjusted atty's fees	42,688.90		19
20			131,573.54	Thru fee	20
21		Loan	1,061.10	257.00 Exp.	21
22				10,822.24	22
23		Ch. to Leo E. J. J.	130,514.44	32,466.68	23
24					24
25					25
26					26
27					27
28					28
29					29
30					30

[fol. 961]

IN THE CHANCERY COURT OF THE
CITY OF RICHMOND, VIRGINIA

PLAINTIFF'S NELSON EXHIBIT "J"

[fol. 962]

IN THE CHANCERY COURT OF THE
CITY OF RICHMOND, VIRGINIA

PLAINTIFF'S NELSON EXHIBIT "K"

IN THE SUPREME COURT OF THE STATE
OF NEBRASKA

Original No. 34257

THE STATE OF NEBRASKA, ex rel. Clarence S. Beck,
Attorney General, Plaintiff,

v.

PHILIP B. LUSH, et al., Defendants.

Transcript of proceedings before Hon. Paul H. Beck,
Referee, at Lincoln, Nebraska, commencing on June 16,
1958.

Volume 1

Testimony of Marco Verbon

[fol. 963] MARCO VERBON, after being duly sworn, testified
as follows:

Direct examination.

By Mr. Nelson:

[fol. 964] Q. Will you state your name, please?
A. Marco Verbon.

[fol. 965] Q. How long did you work for the Northern
Pacific?

A. Great Northern.

Q. Oh, Great Northern. Pardon me.

A. I worked from '45 until July 6 of 1948.

Q. And what caused you to terminate that employment?

A. I got injured on July 6, 1948. I got knocked off a refrigerator car.

Q. Are you acquainted with Mr. Philip B. Lush, a defendant in this action?

A. Yes; I am.

Q. Are you acquainted with the members of the law firm of Davis, Rerat, Yaeger & Lush?

A. Yes; I am.

Q. And do you know the individual members personally?

A. Yes; I do.

Q. Did any of the members of that firm or that firm represent you as counsel at any time?

A. What time do you mean, sir?

Q. Well, at any time now.

A. Mr. Rerat did.

Q. And what was the nature of his representation?

A. He tried my injury case that I—I got injured on July 6th.

[fol. 966] Q. How did you happen to employ Mr. Rerat?

A. He employed me.

[fol. 967] Q. And I believe you answered my question, or perhaps I didn't ask you. Who was this Mr. Larsen that contacted you?

A. He contacted me by telephone. He was a bird dog for George Sullivan.

Q. Now, what do you mean by bird dog?

A. Well, they go around—any man that's injured, they go around and they take him clippings out of the newspapers and they build them up so that the man that is doing the soliciting, it is all built up for him, he comes in and then he tries to sign them.

[fol. 968] Q. All right, did anyone else then representing this law firm contact you?

A. The next—yes, a man by the name of George Sullivan came over to my home on 1295 Randolph, St. Paul.

Q. Did you know this Mr. Sullivan?

A. That's the first time I saw him.

Q. What was the purpose of his visit?

A. Well, he come over there telling me about back injuries, how bad they are, and how these people that settle with the companies, and then when they go to work they can't work and the companies fire them, and all that. And I says, "Well, I want to go to work, I like railroading and I want to go to work."

But he said, "Now, listen," he said, "do you have much dealings with the railroad companies?"

I says, "No, only that I'm working for them, that's all."

He says, "You know, you've got a pretty bad back." Then he asked me where I was injured and how it bothers me, and I told him. "Well," he says, "I'll tell you what I'll do: I'll make an appointment for you with Dr. O'Donnell of Minneapolis, it won't cost you anything. You go over and let him examine you."

[fol. 969] Q. Were you then later contacted by anyone representing the law firm that you spoke of?

A. Well, George Sullivan contacted me later, and later, in October, latter part of October—around November, I met Mr. Gene Rerat.

Q. Now, did you later learn who this George Sullivan was?

A. Yes; I did.

Q. And who was he?

A. George Rerat.

Q. And who was George Rerat?

A. Gene Rerat's brother.

Q. And who is Gene Rerat?

A. He is the attorney.

[fol. 970] Q. A member of the firm that you referred to?

A. Yes.

Q. Did Mr. Rerat or the law firm secure a settlement for you with reference to your injuries?

A. Well, we had a trial, went to court.

[fol. 971] Q. All right, and you secured judgment?

A. What was that?

Q. You secured a judgment then?

A. Oh, thirty-five thousand. That's right, sir.

Q. Was that paid?

A. Well, in June Mr. Rerat called me up and told me that he was up talking to the head of the claim department for the Great Northern and, he said, "They're willing to pay twenty-seven-five but," he says, "of course you can't go back working on the railroad."

I said, "Well, why can't I?"

"Well," he says, "you know, twenty-seven-five—" and going into some business and all that, so I talked it over with my wife and she says, "Well, you might as well go ahead and take it." So the same day a man by the name of Mr. Brady came over, took me down to the car in front—not the same day—wait awhile—yes—Mr. Rerat talked to me in the morning and Brady came over in the afternoon, went down to the—Tom O'Connor, that was the attorney's name for the Great Northern, and they had the check all made out, and it was \$27,500. Of course, I signed my resignation also.

[fol. 972] Q. All right, after this settlement had been made when was your next contact with Mr. Rerat?

A. Well, the same day as they gave me my check, I think it was \$16,300, somewhere in there, after he got the check he went out in the library and he says, "Marc, you are going to work with us. You are going to make more money than you ever earned on the railroad."

[fol. 973] Q. All right now, will you tell us what arrangements you made with Mr. George Sullivan?

[fol. 974] A. He says, "Marc," he said, "you are going to work for us, Gene just got through telling me. We are going

to give you \$200 a case for every case that I sign. We will pay that cash the minute I sign it. You go over, talk to a fellow. When I sign it we will give you cash right off the bat."

Q. Now, what cases was he talking about?

A. Railroad injury cases.

Q. Did you go to work then?

A. Yes; I worked—went right to work.

Q. What was the nature of the work that you did?

A. Well, they had the verdict—they had the newspaper clipping of the verdict that I received in my case. I was carrying that in my pocket to show these men the big verdict that I received. And my work was to go up, tell them fellows what a good man Mr. Rerat was, what a good man Mr. Taugtes was, what good lawyers they were. And then if the man would agree with me that he wanted to talk to them, I would get on the telephone, I would call George Sullivan.

[fol. 975] Q. All right, how long did you continue to work then for Mr. Rerat?

A. Until August of '51.

Q. And what was the work that you were doing during that entire period?

[fol. 976] Q. From the time you started that you told us about until August of 1951?

A. I was bird-dogging all the time.

Q. And that meant you were doing what?

A. Going out and talking with these people that were injured and tried to build them up so that I would call George and he would come over and sign them.

Q. What were you paid for your services?

A. Well, I was doing such a good job that about three weeks later or so Mr. George Sullivan come over and said to me, he says, "Marc, we're going to pay you \$300 a case now," and he says, "I talked to my brother Gene, and he said I might as well tell you that I am his brother."

Q. Prior to that time you had received \$200 a case?

Q. Then in August of 1951 did you make a change in your employment?

A. Yes, sir; I did.

Q. And what was that change?

[fol. 977] A. I got a call on the telephone from Mr. Rerat. I was painting home. And he says, "Marc, I am now regional counsel for the Brotherhood of Railroad Trainmen. I want you to come over and talk to me. I'm going to take you with me."

The Witness: It was Mr. Eugene Rerat that called me up on the telephone.

By Mr. Nelson:

Q. And he was the attorney?

A. That's right, sir.

Q. Did you know the name of the firm of which Gene Rerat was a member?

A. Davis, Rerat, Yaeger & Lush.

Q. Where was their office located?

A. 610 Baker Building, Minneapolis.

[fol. 978] Q. And will you just tell us what he told you would be your duties?

A. Well, Mr. Lush, when explaining my duties he told me, he says, "Now, Verbon," he says, "there's one thing I want you to understand, that you lay off these non-brotherhood cases." He says, "We don't want to get mixed up in any of them non-craft."

And I says, "Okay." Then I went out, and Mr. Rerat called me in his office. I told him what Mr. Lush says. He says, "Well, Marc, you just go out for the office. Don't pay any attention to that, just go out and get the business."

Q. Now, at that time were you a member of the Brotherhood of Railroad Trainmen?

A. Not yet; no.

[fol. 979] Q. Let me ask you this. How long did you continue in the employ of the firm?

A. Of Davis, Rerat, Yaeger & Lush?

Q. Yes.

A. From August of 1951 until December—the last of December of 1955.

Q. And in the last of December of '55 what took place?

A. The partnership broke up.

Q. And were there some new firms formed at that time?

A. Yes. Mr. Kennedy assigned Mr. Rerat to a territory, Mr. Yaeger to a territory, and Mr. Lush to a territory.

Q. And then can you tell me what firms were formed at that time?

A. Well, Mr. Rerat was—had his own firm.

Q. And what was the name of that firm?

A. Well, what I mean by that is they had their name on the door. It was "Eugene Rerat" and "Brotherhood of Railroad Trainmen."

[fol. 980] Q. I see. And can you state whether at that time Mr. Lush became associated with a different firm?

A. Yes; he has his own firm.

Q. And what was the name of that firm?

A. Lush, Crill & Kennedy.

Q. Do you recall whether that firm wasn't Davis and Lush?

A. Davis, Lush, Crill, and Kennedy. You are right.

Q. During your employment from August of 1951 what title, if any, were you given?

A. Regional investigator.

Q. Did you have a calling card that you carried with you [fol. 981] during the course of your employment?

A. Yes, sir.

Q. Going back now first to August of 1951, were there other men designated as regional investigators that were working for the law firm?

A. Yes; there was.

Q. Can you give us the names of those persons?

A. Pat Merooney, he was from Kansas City; Robert Calkins, he was from Illinois, Freeport, Illinois; Gail Clinkenberg, he was from Council Bluffs, Iowa; George Rerat, he was from Minneapolis; Ike Byers, he was from Minneapolis; and myself.

Q. Did you mention a Glenn McNurlin?

A. Well, he—he was what we called an investigator.

[fol. 982] Q. These other men that you mentioned, Pat Merooney, Robert Calkins, Gail Clinkenbeard, and Ike Byers, can you state whether or not they were doing the same type of work as you were doing?

A. Yes; they were.

[fol. 983] By Mr. Nelson:

Q. Mr. Verbon, I am asking you now about this particular meeting in the spring of 1952.

A. This particular meeting, we were in there and Mr. Rerat was the chairman of the meeting, and we would discuss our business, contracts, protection of the territory, and we wanted to be protected on the non-brotherhood as well as we were on the Brotherhood of Railroad Trainmen territories.

Q. All right now, let me ask you to explain what you mean when you say protection of territory.

A. Well, we were protected as far as the non—as far as the Brotherhood of Railroad Trainmen was concerned, because if any one of the investigators went into our territory and they signed up a Brotherhood of Railroad Trainmen case—for instance, if he went into mine I would get the commission on it, and if I went into his and signed it up he would get the commission on it.

[fol. 984] Then of course Mr. Rerat would also discuss these and say, "Well, hoys, we've got to get more business. We have to dig down in our jeans to keep this office going."

[fol. 985] Q. Mr. Verbon, do you know whether all of these so-called regional investigators operated in the same manner that you did in your work?

A. Yes.

[fol. 986] Q. Now, you have been mentioning George Rerat here with reference to these matters, but you didn't name him as one of the so-called regional investigators. Was he a regional investigator?

A. Oh, yes.

[fol. 987] Q. When you got out in the field, will you tell us now the nature of your work?

A. Well, the nature of our work was to go out and try to sign up these injury cases of these railroad men's.

Q. All right, was the work that you were doing similar to the work that all these other so-called regional investigators were doing?

A. That's right.

Q. Would you be furnished any leads on people that you [fol. 988] were to contact?

A. Yes. We would get newspaper clippings, and they would come from the Western Clipping Bureau. Of course, if he was a Brotherhood man the Grand Lodge in Cleveland would send us a letter notifying us that man that was injured in our territory. And we would carry photostat copies of the checks that we—where they had—

[fol. 989] By Mr. Nelson:

Q. Mr. Verbon, I note that the form of contract, Exhibit No. 8, provides for a fee of 33-1/3 per cent of the net amount received or recovered by settlement or suit, and that Exhibit No. 25 provides for a fee of only 25 per cent of such amount. Can you explain the difference between those two?

A. Well, the 25 per cent on Exhibit 25 is Brotherhood of [fol. 990] Railroad Trainmen, if he was injured he gets this contract, and Exhibit No. 8, 33-1/3 per cent, would be a non-Brotherhood of Railroad Trainmen; that's what—they would be—his percentage, he would have to pay 33-1/3.

Q. There was a higher fee for a non-brotherhood man—

A. Yes, sir.

Q. (continuing): than for a member of the brotherhood?

A. Yes, sir.

Q. Was that the standard fee that was provided for in all these cases?

A. Yes, sir.

Q. Mr. Verbon, in contacting now a party who had secured an injury, will you state just how that was done?

A. Well, it was our job to go out there to talk to the injured person. Of course, we had an investigator's card. If he was a brotherhood man we would show him that; that was our way to get in—to get acquainted.

Q. Are you referring to a card similar to Exhibit No. 10?

A. No. We had a regular card signed by W. P. Kennedy.

Q. Wait a minute, now. You have made reference to W. P. Kennedy before. Will you just tell us who W. P. Kennedy is?

A. He is the president of the Brotherhood of Railroad Trainmen.

Q. Where does he live?

[fol. 991] A. He lives in Minneapolis.

Q. And you would carry a Brotherhood card?

A. Yes, sir.

Q. Were you a member of the Brotherhood of Railroad Trainmen?

A. Yes. And in '52 or '53 I joined the Brotherhood again.

Q. What work were you doing in '52 when you rejoined the Brotherhood?

A. Out getting these cases.

[fol. 992] Q. All right now, can you just tell us the general procedure that you followed when you got information as to some person who had been injured and had a claim against the railroad?

[fol. 993] A. Well, when I would get a call or be notified I would get in contact with the runner, notifying him by telephone from Minneapolis if he didn't know anything about it, or tell him if he would be in that town or somewhere near to it, if the man was in a hospital to go out and contact this man, and "I will be out either tomorrow or the next day." I would come out—he would already be contacted—I would talk to this fellow, and then I would try to get him to sign a contract. And if I was lucky in getting the contract signed, well then I would have a questionnaire that I would ask him questions about.

Q. Now, talking about a contract, are you referring to contracts on forms similar to exhibits 8 and 25?

A. That is right.

[fol. 994] Q. Now, is this the regular and customary manner in which these matters were handled?

A. Yes, sir.

[fol. 995] Q. I believe you testified before noon that you would frequently receive information as to some injured [fol. 996] employee through a bird dog?

A. Yes.

Q. Now, will you state who these bird dogs were?

A. Well, they were either chairmen or secretaries of the lodges of the Brotherhood of Railroad Trainmen. Our instructions were to always use them on Brotherhood cases.

Q. Were ever any members of the Brotherhood who were not either chairman or secretary used for that purpose?

A. If he knew the party that was injured, a good friend of his, yes, we would use him.

Q. And what do you mean by that, "we would use him?"

A. Well, for instance now a fellow was injured and the secretary or the chairman couldn't do anything with him or give us any help, then we would look around and find out who is a good friend of his, and then we would use him.

Q. And just what would you require this bird dog to do?

A. Well, to give Davis, Rerat, Yaeger & Lush a big buildup. He could always do that.

Q. Would you ever have them take you to see the person?

A. Have who take me?

Q. Have the bird dog take you to the person—

A. Oh, yes; yes.

Q. (continuing): and introduce you?

A. Yes.

[fol. 997] Q. Now, in securing the signature on the contracts similar to exhibits 8 and 25, what else would you tell the injured employee except showing them copies of these large settlements?

A. Well, a lot of the men that were injured that we would contact will say, "Well, if I turn it over to the lawyers in Minneapolis how am I going to live?"

"Well," I would say, "we'll get a loan for you. How much do you need to get by on?" Well, of course some of them would just get by on the expenses that they actually needed, and others would want a little more. So then I would—if I signed the contract I would call up the office, Davis, Rerat, Yaeger & Lush, give them the name of the party I signed up, where he lives and tell them that "That man's got to have a check immediately so that he can live." So then they would send a check to him, and he would get his checks regular either twice a month or either once a month, however he wanted it. We would tell him he would get it the same as he would get it on the railroad, and he would get that until it was settled, and then of course the loans were deducted off the settlement.

Q. And was that a general practice, to do that?

A. That's right.

Q. And was that the general practice with all of you [fol. 998] regional investigators?

A. That's right, sir.

[fol. 999] Q. All right, let me ask you, how frequently would this money be advanced to these workmen?

A. I would say it was done in about 88 per cent or 90 per cent of them.

[fol. 1000] Q. How were you compensated for the work that you did during this period of time?

A. Are you talking about from August of '51?

Q. Yes.

A. Commission.

Q. And what was the basis of your commission?

A. Well, if it was a non-brotherhood case it would be 15 per cent; if it was a brotherhood case it would be 10 per cent; and I had to pay 25 per cent for overhead.

Q. Now, when you say 10 per cent, 10 per cent of what?

A. Of the settlement, gross settlement—or the net settlement.

[fol. 1001] Q. Well, would that be 10 per cent of the attorney's fee?

A. That's right.

Q. And then what was this statement about you had to pay 25 per cent for overhead?

A. Well; they would slap down "25 per cent overhead," which I had to pay. They would deduct that. When they slapped the overhead, if it was a thousand dollars, \$3,000, I had to pay 25 per cent for the expenses.

Q. Did you draw any salary of any kind?

A. Not until December of '55.

Q. And what salary did you draw after that?

A. \$350 a month.

Q. Where did you receive that payment?

A. I received it from the Brotherhood of Railroad Trainmen.

Q. Now, was that paid you in addition to the 10 per cent or 15 per cent on non-brotherhood cases?

A. No. That would be deducted off of my commission.

[fol. 1002] Q. I will now hand you what has been identified as Exhibit No. 32 and ask you if that is a photostatic copy of a carbon copy of a letter that you received?

A. This is a copy of the letter that I received from Bob Maher—or C. R. Maher.

[fol. 1003] By Mr. Nelson:

Q. After the date of this letter, Mr. Verbon, you did receive \$350 per month salary?

A. Yes, sir.

Q. And how did you receive that?

A. I received it from the Brotherhood of Railroad Trainmen.

[fol. 1004] Referring to Exhibit 33, Mr. Verbon, which apparently relates to a case of James W. McLeod versus the Great Northern Railway Company, is that a case that you contracted?

A. That's the case that Mr. Byers signed, and it is—I [fol. 1005] got the commission on it. It was my territory.

Q. Now, did you get the commission on all cases in your territory regardless of whether or not you personally signed those?

A. If they were Brotherhood, yes; if they non-Brotherhood, no, unless I contacted them first.

Q. Now, was this a Brotherhood case here?

A. Yes.

Q. All right, referring to that, now, can you state the amount of settlement that was secured in that case?

A. \$27,250.

Q. Now, was that a case that was tried and judgment secured, or was that a settlement?

A. Settlement out of court.

Q. Now, does your exhibit show there whether or not there had been any advances to the client?

A. No; there hasn't in this one.

Q. I notice an item here of \$673.50 which refers to sickness benefits. Can you state what that is?

A. Yes. You see, he would have to—the client would have to keep up his railroad retirement, then they would deduct that from the settlement to take up the railroad retirement.

Q. Any benefits that he received during his disability from the railroad retirement would be deducted from the [fol. 1006] payment that was made in settlement; is that correct?

A. That's right.

Q. And this, I believe, shows an attorneys' fee of \$6,812.50?

A. Yes.

Q. That's correct, and the check then that went to the client was \$19,764?

A. That's right.

Q. Then I note later on there is typed in "Fee," then "25% overhead expense" of \$1,703.12. Will you explain what that represents?

A. The 25 per cent overhead is what it cost them, what they spent on this particular case.

Q. Now, was that a standard charge that was made for overhead?

A. To us investigators, yes. Well, you mean this same figure?

Q. Well, I mean was it always 25 per cent?

A. Twenty-five; yes.

Q. And that was 25 per cent of the total fee that was deducted?

A. Yes.

Q. Was that true of all cases whether they were Brotherhood or non-Brotherhood cases?

A. Well, the Brotherhood—non-Brotherhood as a rule would be—the overhead expense was the same; yes.

[fol. 1007] Q. The same percentage?

A. Yes.

Q. All right, that's what I meant. Then under that there is shown "Extra expense, H. B. Pflaum, \$150." Can you state who Mr. Pflaum was?

A. He is—he was the bird dog that contacted this McLeod, and after the case was settled and that it was up to me to recommend the bird dog fee, and I recommended \$150 there.

Q. Now, did that bird dog fee vary in individual cases?

A. Oh, yes; the bigger the—

Q. How did you determine the amount?

A. Well, if the case was a big case then he would get more; if it was a smaller case he would get less. We didn't determine—I mean, there was no figure or anything, we just—

Q. That was not determined on a percentage basis?

A. No, no, no; it was not.

Q. And that amount was deducted from the amount of \$5,109.38?

A. That's right.

Q. Which was the attorneys' fee less 25 per cent overhead?

A. That's right.

Q. Which left, as I take it, \$4,959.38?

A. That's right.

Q. And then I believe the settlement shows "10% M. M. [fol. 1008] Verbon \$495.94?"

A. That's the commission I received.

Q. How would you receive that commission?

A. A check from Davis, Rerat, Yaeger & Lush firm.

Q. Now, was that a case that was settled before you started drawing the \$350 a month salary?

A. Yes.

Q. Were all of your cases handled in that manner then where at the time of settlement you received the full amount of your commission?

A. That's right.

Q. Where did that case originate?

A. Grand Forks, North Dakota.

Q. By the way, Mr. Verbon; what territory were you working?

A. I had North Dakota, South Dakota, Montana until '53, and then I got Washington and Oregon in '53.

Q. In addition to the other states?

A. Yes.

[fol. 1009]

By Mr. Nelson:

Q. Mr. Verbon, I hand you now Exhibit 35, and I wish [fol. 1110] you would take those various items and explain what they represent. First tell us who the client was.

A. Walter Johnson versus Northern Pacific. He is from Missoula, Montana.

Q. This was a case you contracted?

A. Yes. "Amount of gross settlement, 19,900."

Q. Was that a judgment or settlement contracted—

A. Settlement.

Q. (continuing): prior to judgment?

A. Yes. "Sickness benefits, \$268.71. Voucher, \$19,631.29."

Q. That sick benefit, that was from the railroad retirement, was it?

A. That's right. That's what they had to pay back, see?

Q. I see.

A. And the voucher was \$19,631.29. "Attorneys' fees, 50 per cent of amount recovered in excess of \$16,000 or 60 per cent of \$3,900"—there is another case that I took anything over and above what he was offered. He was offered \$16,000. "Loans, \$1,200."

Q. Who made those loans?

A. Davis, Rerat, Yaeger & Lush. "Check to Mr. Johnson, \$16,481.29." "25 per cent overhead expense, \$487.50. Extra expense, W. E. Buckley, \$100."

Q. Who was W. E. Buckley?

[fol. 1011] A. He was secretary of the lodge in Missoula.

Q. How did he happen to be paid the \$100?

A. He went over to the house with me to talk with Mr. Johnson.

Q. Is that prior to the time that you had secured the contract?

A. It was at the time I secured it.

Q. I see.

A. And "10 per cent to M. M. Verbon."

Q. That amounted to how much?

A. \$136.25.

Q. Now will you explain the handwriting that appears thereon, the figures with reference thereto?

A. "M. M. Verbon, advance to Cleveland, \$350." That's when they started putting me on salary, in December of 1955. And my commission on that was \$136.25, so they deducted that, which left a balance of \$213.75 that I still owed Davis, Rerat, Yaeger & Lush.

Q. And then I will hand you Exhibit No. 36 and ask you if that is a settlement sheet that followed immediately the one shown by Exhibit 35.

A. Yes.

Q. All right, now will you state where that case originated?

A. At Deer Lodge, Montana. This was a death case.

Q. Was that a settlement?

[fol. 1012] A. Yes.

Q. What was the amount?

A. \$30,000.

Q. Now, there is shown "Adjusted attorneys' fees." What is meant by that?

A. Well, they—on that case there she was offered, if I remember correctly, \$18,000.

Q. And how much is shown as adjusted attorneys' fees?

A. \$3,250.

Q. Do you know the basis on which that was determined?

A. Don Chapman settled that—well, I suppose her husband was a Brotherhood of Railroad Trainmen man, or he belonged to the Brotherhood of Railroad Trainmen, he was a conductor, so what agreement Don Chapman made there with her I couldn't say.

Q. Well, you did not secure the contract on this case?

A. Yes; I did. I took the contract, anything over and above \$18,000, we would take 50 per cent. But then when Chapman settled it, I don't know how he settled it, only what adjusted attorneys' fees that is found here. "Check to Nellie M. Jennings, \$26,750. Fee, \$3,250. 25 per cent overhead expense, \$812.50. Extra expense, C. E. Adams, \$150."

Q. And who was Mr. Adams?

A. He was the chairman—or the griever of the Three [fol. 1013] Forks lodge in Montana.

Q. You used the term griever.

A. Well, he was the griever for the lodge.

Q. Now, what is a griever?

A. Well, any complaints that these railroad men had that belonged to that lodge, it is up to him to go over and try to settle it with the company.

Q. What part did he take in securing this contract?

A. He recommended the Davis, Rerat, Yaeger & Lush firm.

Q. Did he take you out to see the widow?

A. No. You see, Deer Lodge and Three Forks is probably a hundred miles apart. But he had wrote a letter to this widow in regards to Davis, Rerat, Yaeger & Lush. And "10 per cent, M. M. Verbon," which is \$228.75. And the total fee they received \$2,058.75. Then the commission I earned was \$228.75. "Balance due firm on advances to Cleveland, \$213.75," and I received a check for \$15.

Q. This "balance due firm on advances to Cleveland" of \$213.75, does that refer to the figure that is shown on Exhibit 35?

A. Yes, sir.

Q. So in settling these two cases is it correct then that you received the \$350 monthly payments plus a check for \$15?

A. That is correct.

Q. And who paid you the \$15?

[fol. 1014] A. Davis, Rerat, Yaeger & Lush.

Q. Now, can you state here on this "balance due firm on advances to Cleveland," whether the \$350 was advanced to Cleveland by the law firm?

A. Yes; it was.

Q. Mr. Verbon, do you know whether the other regional investigators, and particularly Gail A. Clinkenbeard, received settlement sheets on their cases similar to exhibits 33 and 34?

A. Yes. It was worked the same way, only they were on the Cleveland payroll long before I was on there.

[fol. 1015] Q. Do you know it to be a fact that all of you were paid on the same basis?

A. That's right.

Q. Now, with reference to your statement here that it was only in December of 1955 that the amount of your salary check was deducted, would you please explain how it was handled after that time?

A. After that time the partnership broke up and in Jan-
[fol. 1016] uary, '56 I started working for Rerat, and of course it was handled a little different in 1956.

Q. And how was it handled?

A. The percentage and everything was all the same, only we wouldn't get any of these statements from the office, from Rerat's office, and we would be paid by the Interstate Investigation Bureau..

Q. And what was the Interstate Investigation Bureau?

A. That I don't know. All I know it was in the office in 354 Plymouth Building.

Q. Were you ever in the office?

A. Once.

Q. Now, what kind of an office was it?

A. It was just a small office there upstairs in the Plymouth Building.

Q. How many rooms?

A. One.

Q. And who occupied that office?

A. Nobody. George Rerat and I went up to get the mail, he gets his mail there, and that's the only time I was in there, was that one time.

Q. And George Rerat had a key, did he?

A. Yes.

Q. And you got your pay from the Interstate Investigation Bureau?

[fol. 1017] A. That's right.

Q. Who signed the checks?

A. Well, Miss Colby signed the checks, but there was G. Welch's name on them.

Q. And who is G. Welch?

A. She was the sister of Mr. Rerat's.

[fol. 1018]

By Mr. Nelson:

Q. Mr. Verbon, I believe you mentioned the fact that you were furnished with a card issued to you by the Brotherhood of Railroad Trainmen that you used in identifying yourself to the persons that you called upon. Is that correct?

A. Yes; that's right.

[fol. 1019] Q. One thing I would like to clear up here, Mr. Verbon, and that was your testimony on this point. After December of 1955 did you receive monthly checks from the brotherhood?

A. Starting January, '56; yes.

Q. And how long did you continue to draw those?

A. Until October 30th—October—the last part of October of '57.

Q. Did you receive commissions in addition to that salary?

A. From this Interstate Investigation Bureau; yes.

Q. And when those commission checks were paid was the amount of salary that you had received from the brotherhood deducted from the commission?

[fol. 1020] A. Yes.

Q. And do you know whether that was the general practice with reference to all of the investigators?

Mr. Barney: Answer yes or no.

A. As far as I know, yes.

[fol. 1021]

Cross examination.

By Mr. Barney:

Q. Mr. Verbon, in your testimony on direct I gained the impression that all of the information and the leads toward injured persons whose cases you say you were to solicit came from the firm of Davis, Rerat, Yaeger & Lush. Is that the impression you wish to leave with this court?

A. Just the non-brotherhood. The brotherhood came from the Grand Lodge.

Q. Oh, just the non-brotherhood matters?

A. That's right.

Q. As a matter of fact, brotherhood matters did come from the Grand Lodge?

[fol. 1022]. A. That is correct.

Q. The legal aid department at Cleveland?

A. Well, I don't know about the legal aid. The secretary of the legal aid in Cleveland, that's right, Bob Maher.

Q. He is the secretary?

A. He is the secretary in Cleveland.

Q. Of the legal aid department of the Grand Lodge which is located in Cleveland?

A. That is correct.

Q. As a matter of fact, that report almost uniformly of the matter of the injury of a brother in the Brotherhood of Railroad Trainmen came to you and at the same time went to the firm?

A. That is correct.

Q. And almost uniformly that was the first notice that you had of that injury?

A. Not always, but most of the time.

Q. But, as I say, almost uniformly—

A. That's right; that's right.

Q. (continuing): that was the first notice you had?

A. That's right.

Q. As a matter of fact, I think you have stated that on one other occasion in Montana that "Once in a great while we would beat the legal aid to the knowledge?"

[fol. 1023] Q. As a matter of fact, the majority of cases that you worked on were brotherhood cases; isn't that true?

A. Let's put it at 50/50, and I think I will be right.

[fol. 1024] Q. Now, in Exhibit No. 33, which is in the matter of McCleod versus Great Northern Railway Company, I think you testified that you made no investigation on that case?

A. No. I didn't sign it, Byers did.

Q. I ask you whether or not you made any investigation on that case.

A. No; no, I never investigated a case in my life.

Q. You never investigated a case?

A. No; just signed it up.

Q. And Exhibit 34, in the matter of Wallner versus See Line, in which there was a gross recovery of \$90,000, did you make any investigation on that case?

A. No; just signed them all up, that's all.

Q. And in Exhibit No. 35, in which there was a gross settlement of \$19,900, I take it you made no investigation of that case?

A. No. I didn't investigate any case at all. My orders were to sign them up.

Q. The same thing would be true, then, of Exhibit 26 in the Jennings estate, in which there was a settlement of [fol. 1025] \$30,000?

A. That's right.

Q. And in the Lyman H. Fitzgerald versus Northern Pacific, in which there was a gross recovery of \$9,000; is that right?

A. That's right.

Q. Now, as I understand, you also testified that these gentlemen whose names are shown on here, to start back with the McCleod matter, Mr. H. B. Pflaum and the other named gentlemen shown on exhibit numbers 37 and 36 and 35 and 34, they made no investigations, they were just bird dogs?

A. That's right.

Q. And I think you defined a bird dog as a fellow that gave you a good word for the—

A. Put in a good word for the firm Davis, Rerat, Yaeger & Lush; yes.

Q. Now, are you, Mr. Verbon, telling this court that these kind of recoveries were made without investigation?

A. By me, yes. I never made investigations. All I was there—all I done, if I got the guy to sign, was to use one of these (indicating) after he signed the contract.

Q. And these men that are shown as extra expense, they made no investigation?

A. No; they were bird dogs.

[fol. 1026] Q. They may have been lodge chairmen?

A. Yes.

Q. Or lodge secretaries?

A. Yes.

Q. But they made no investigation?

A. That's right.

Q. Who made the investigation of these cases?

A. Either Glenn McNurlin or Clarence Benson or George Spencer out in Seattle. And, let's see, who else have they got. They were the investigators. They would write them—oh, yes, they were the real investigators. When I signed it, if it was a big case they would go out and investigate and make—take pictures of the place and get witnesses and all that. They were the ones that done that, not me.

Q. Were you familiar with the handling of a case after you had once, as you say, signed it?

A. After I once turned that contract in the office I never heard any more about it until it was settled, and then they gave me my commission and that was it.

Q. So, as far as you know, in cases that went to trial there may have been services rendered by the lodge chairman in that situation, or the lodge secretary?

A. Not in my territory; no.

Q. Do you know whether or not it is an instruction and a [fol. 1027] practice to use lodge officers in investigation of mishaps on the railway?

A. Instructions that I got is to use the lodge officers to help me to get business, sign contracts. That was my instructions.

[fol. 1028] Redirect examination.

By Mr. Nelson:

"Well," I said, "Andy, how can I do that?" I says, "I never investigated a case for the Brotherhood. How can I do that?"

"Well," he says, "if you don't do it you don't get any money."

[fol. 1029]

IN THE CHANCERY COURT OF THE
CITY OF RICHMOND, VIRGINIA

PLAINTIFF'S NELSON EXHIBIT "L"

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

No. 704,981

STATE OF NEBRASKA, ex rel BECK,

Plaintiff,

vs.

PHILIP B. LUSH, et al.,

Defendants.

Original No. 34257

STATE OF NEBRASKA, ex rel CLARENCE S. BECK,
Attorney General,

Plaintiff,

vs.

PHILIP B. LUSH, et al.,

Defendants.

DEPOSITION OF MARJORIE MATSON, a witness herein, taken on behalf of the Plaintiffs, at 10:00 A.M., Friday, July 25, 1958, at Suite 510, 704 South Spring Street, Los Angeles, California, before Robert H. Clark, CSR, a Notary Public in and for the County of Los Angeles, State of California, pursuant to annexed Subpoena.

APPEARANCES OF COUNSEL:

For the Plaintiffs:

ROBERT A. NELSON, Esq., and
JOHN S. SAMSON, Esq.

For Defendant LUSH:

CHAUNCEY BARNEY, Esq.
(Not present at Deposition.)

For All Other Defendants:

CROSBY, PANSING & GUENSEL,
By: Robert C. Guensel, Esq.

[fol. 1030] MARJORIE MATSON, a witness herein, being first duly sworn, deposed and testified as follows:

Direct examination.

By Mr. Nelson:

[fol. 1031] Q. Can you state whether or not the law firm at that time represented the legal aid of the Brotherhood of Railroad Trainmen—perhaps I should say whether they were designated as regional counsel?

A. Yes. They were.

Q. Was that true all the time you were employed there?

A. Yes. It was.

[fol. 1032] Q. Mrs. Matson, were there certain persons designated as regional investigators who worked out of the office?

A. Yes. There were several.

Q. Could you name them?

A. Robert Calkins. I believe his first name was Gale Klinkenbaird, K-l-i-n-k-e-n-b-a-i-r-d, Pat Maroney, Marco M. Verbon, and another one named Glenn—I forget his last name—

Q. You mentioned an Ike Byers awhile ago.

A. Yes, Ike Byers, and George Rerat, they were actually what we call the head of the investigation department as,

far as the office suite was concerned. I think George Rerat was in the office more than Ike Byers, although they both went out in the field on occasion, on cases, but they had control over all the investigators and the investigators reported in to them with whatever information they had.

[fol. 1033] Q. Were you familiar with the work that the regional investigators were doing?

A. Yes.

Q. What was that work?

A. They would receive leads as far as where an accident had occurred, or someone who was injured, and would usually proceed to that area and contact the family, and quite often the injured, just as quickly as possible, and at that time they would usually have this contract signed and [fol. 1034] make out a brief story of the accident and history of it, and then they would make out their little report and usually they brought those papers into the office.

Q. You stated that they were given leads. How were those leads given to the regional investigators?

A. They came in various ways. Where a large accident had occurred, I mean it was knowledge, they quite often went to the scene. They had bird dogs in the field who let them know.

Q. Now, would you define a "bird dog"?

A. Well, bird dogs were men that were, shall we say, responsible in a way to the investigators only as far as letting him know when there had been any injury or any accident. They would be possibly part of a crew, or something on this particular accident, but they would have first-hand and immediate notice, and they would notify the investigator where they were working, who they were working for, and of course the investigator would move on out.

Q. Were there other means by which leads were furnished to the investigators?

A. Yes. One in particular that I know of, they used a service called Western Clipping Service. These clippings, notices, were sent directly to the investigating department which was Mr. Rerat and Mr. Byers, to their attention.

[1035] Q. Do you know whether these regional investigators all operated in the same general manner?

A. Yes. I believe they did.

[fol. 1036] Q. Then, there would be a contract enclosed with the report?

A. That is right.

Q. You saw these when they came into the office?

[fol. 1037] A. The reports?

Q. Yes.

A. Yes.

Q. You were familiar with the form of contract that was being used?

A. Yes. I am.

Q. Again, I am going to refer to an exhibit that is in evidence identified as Exhibit Number 8, and ask you to look at that and state whether or not that is the form of contract that was used.

A. Yes. It was the form used.

Q. I now call your attention to Exhibit 25, which is also a form of contract, and ask you whether that form was used.

A. Yes. It was used.

Q. I note in Exhibit Number 8 the contract provides for an attorney's fee of thirty-three and a third per cent, and Exhibit Number 25 calls for an attorney's fee of twenty-five per cent. Could you explain that difference, or how these contracts were used?

A. The reason for that was that some cases were what we called our Brotherhood cases, Brotherhood members, and some were non-Brotherhood, and that was the difference. One was used for one, and one for the other.

Q. Exhibit Number 8 calling for thirty-three and a third per cent, was that used for the non-Brotherhood?

[fol. 1038] A. I believe that was non-Brotherhood, and the twenty-five per cent, as far as I can recall, was for the Brotherhood cases.

Q. Can you state whether or not the investigators were furnished with these forms of contracts?

A. Yes. They were.

[fol. 1039] Q. Did you enter these expense accounts on the books at times?

A. Yes. I did. Each investigator had several sheets as far as they were concerned. They had one where their payments that the firm made to Cleveland as far as their salary was concerned.

They had another one for their commissions, and they had one where they entered their weekly expense accounts so they could have a running account on each investigator as to what was being spent.

Q. Now, I would like to straighten that matter out. You mentioned a payment to Cleveland—did you say whether these investigators were paid a salary generally?

A. The firm, as far as the bookkeeping end was concerned, which I saw, the bookkeeper had a sheet on which was written the names of all these men that I have enumerated, and opposite their name was the amount of money [fol. 1040] that was to be contributed to Cleveland from the firm, for each man. I don't remember the exact amounts. I remember on the sheet it started with the highest paid and worked its way down. I would say there were approximately, perhaps five names on the list of men that they contributed for. It was totaled at the bottom and in a file which Mrs. Ogren had. There was a set letter which we wrote, a standard letter which we wrote every month to Cleveland enclosing the firm check and the total amount of the contributions to each one of those men, and it was just automatically mailed into Cleveland. I believe it was on the first of every month.

Q. To whom in Cleveland was this mailed?

A. It was mailed to the attention of the chief clerk—it was made out to the Brotherhood, but it was sent to Mr. Maher, M-a-h-e-r.

Q. What was his position, if you know?

A. All I know, we called him, his title ran chief clerk, and it was sent to the Brotherhood office. I don't know if he was directly responsible to Mr. Kennedy or not.

Q. Who is Mr. Kennedy?

A. He was the president—I believe the president, at the head of the Brotherhood.

Q. That is the Brotherhood of Railroad Trainmen?

A. Yes.

Q. You also mentioned a Mr. Kennedy who was in the [fol. 1041] office. Was he related in any manner to Mr. Kennedy, the president of the Brotherhood?

A. Yes. He was Rupert Kennedy, Junior. He was Mr. Kennedy's son.

[fol. 1042] Q. Mrs. Matson, I am going to show you what has been identified as Exhibit Number 34, which purports to be a settlement with reference to a case of Kenneth C. Wallner versus Thé Soo Line, and ask you whether you are familiar with that type of a report?

A. Yes. I am. That was the form of settlement sheet that was used.

Q. This would appear to be a case that was handled on the basis of 50 per cent of recovery in excess of \$50,000.

[fol. 1043] A. Yes.

Q. Can you state whether there were instances when cases were handled in that manner rather than on the twenty-five per cent or thirty-three and a third per cent of the total settlement?

A. Yes. It would depend on the circumstances whether or not the injured party had been contacted previously by some other counsel, or had other counsel earlier, and then the firm approached the same injured man, and they made an offer of that sort.

Q. So there were exceptions to the regular form of contract where the percentage was on the total of the recovery?

A. Yes.

Q. This would appear to be one?

A. Yes.

Q. I notice under gross recovery by Mr. Wallner, settlement check of \$51,564.63.

Then, under that is shown, "Loans," \$4,703.50.

Now, can you explain what those loans are?

A. They did that quite frequently for clients. It depends on the client's circumstances, whether they had a large family, or were of very modest means. Some of them were because of the fact of the type of—their particular position with the crew, and how they became injured; but where the family needed money, and there was nothing [fol. 1044] coming in, the firm set up a definite loan basis to the client. For example, they probably would send them \$100 on the first, perhaps \$100 on the 15th, but it would be a set basis of \$200 a month, and that was just automatic from the bookkeeping department. She wasn't reminded to do it very month. It was set up on the books to make the loan to those people, and then when the case was settled, it was to be deducted from the recovery.

Q. Those payments were made by the law firm of Davis Rerat, Yaeger and Lush?

A. Yes. It shows on the checks.

Q. Now, I notice on Exhibit 24, attorney's fee of \$20,000, and from that is deducted what is designated twenty-five per cent overhead expense, or \$5,000. Can you explain what that deduction is?

A. On every settlement there was an overhead expense, a definite percentage for exactly what it says. I mean it was just a standard item that was taken off. I imagine that was to include the normal run of secretarial work and so on and so forth.

Q. Then, below that is show "Extra expense, J. E. Bergstrom, \$150; Oscar Peterson, \$150, for a total of \$300." Could you explain what those two items are?

A. Bird dog fees. They are taken off, and then the investigator was paid after all that was deducted.

Q. This one statement shows the deduction of the \$300 [fol. 1045] from the \$15,000, leaving \$14,700, and then there is shown fifteen per cent M. M. Verbon, which totaled \$2,205.

A. That is his commission for that particular case, after everything else has been taken off.

Q. Then, the fee was based upon the balance?

A. That is right, for the investigator.

Q. Was fifteen per cent a customary commission?

A. I think that twenty-five percent and thirty-three and a third per cent, which we used earlier, was the basis for the attorneys fees for their recovery, and then ten per cent was used quite often for the investigator, and then fifteen per cent was used too.

Q. The fifteen per cent on the non-Brotherhood cases where the attorney's fee was thirty-three and a third?

A. I would say yes.

Q. I am going to call your attention now to Exhibit 35, which is another settlement sheet relating to the case of Walter Johnson versus Northern Pacific. I notice that shows a ten per cent, M. M. Verbon.

A. Yes.

Q. Do you know whose handwriting that is, that appears on the bottom of Exhibit 35?

A. That is the handwriting of Ferol Ogren, the book-keeper.

Q. Referring to Exhibit 35 and the ten per cent to M. M. Verbon, \$136.25, can you state whether or not that would [fol. 1046] be his commission on that?

A. Yes. It would be.

Q. Then, calling your attention to the handwriting at the bottom of the page, M. M. Verbon, and it shows advance to Cleveland, \$350.

A. Yes.

Q. Will you explain that item?

A. That was on this monthly remittance that the firm of Davis, Rerat, Yaeger and Lush made to the salaries of the investigators.

Q. Then it is shown, less commission earned, \$36.25, and under that \$213.75, which would be the balance.

A. Yes.

Q. Can you state whether or not the advances made to Cleveland for the individual investigators were all handled in this manner?

A. Yes.

[fol. 1047] Q. So then the advance made to Cleveland was a charge against the commission of the investigator?

A. Yes.

[fol. 1048] A. On several occasions that I know the checks were photostated for and were used in the office, for showing to other people verdicts, and large settlements that were made.

[fol. 1049] Q. Mrs. Matson, the contracts, which we have discussed, similar to Exhibit 8 and Exhibit 25, at the time they were delivered or mailed to the office of the law firm by the regional investigators, can you state whether they bore the signature of the claimants?

A. Yes.

[fol. 1050] Q. Mrs. Matson, from your experience in the office of the law firm, could you explain to us the mechanics of setting up and maintaining an account relating to a particular case?

A. When the report came in from the investigator along with the contract, then the case was officially opened. Mrs. Ogren would set up a ledger sheet for each particular client and would usually contain their name and the name of the railroad, their address and phone number, and up in the little righthand corner would be a percentage figure, twenty-five per cent, or thirty-three and a third per cent, whichever the case happened to be, and after that it would say "BRT," in caps, or else "NON BRT," and right underneath all of that would be the initials, sometimes the name written in full, of the investigator who was to be credited with the original commission for signing up the case, and it was actually his, and when the settlement was made, then he would be the one who would be entitled to whatever the percentage was that they had put down for his commission, and then on that ledger sheet would be all the expenses that would be involved, for instance, the investigating costs, and the filing fees, and so forth, which would all be charged against that client, any loans that were made to him, and so forth.

Q. If a "bird dog" had aided in signing this case, would [fol. 1051] that be indicated on the records? I forgot about that.

A. I forgot about that too. Underneath the name of the investigator that was credited was usually the name of the man, if a bird dog had been used, his name would appear, and of course if not, it was assumed that the investigator had signed the case.

Q. Would there be anything after the same name, or next to the name of the bird dog to indicate who he was?

A. They used the letters on the sheets quite often, "BD" for bird dog. The words "bird dog" never actually appeared, but the letters were there.

Q. Was that a term that was used?

A. It was used in the office. It was a common word.

Q. Did you make any entries on the records with reference to payments made to the Cleveland office?

A. I have posted from the sheet that was used each month—the check stub used to have, like "payable to Brotherhood of Railroad Trainmen," and underneath that we would list all the investigators and the amount of money that that included, sort of a recap.

[fol. 1052] I have posted on investigator sheets, "See advance to Cleveland," which was the phrase that was used as far as entries.

Q. What type of a sheet was this?

A. It was a regular ledger sheet, the same as the clients had. They were all in a bound book, and the investigator's sheet was an alphabetized book.

Q. In addition to the register lead sheet for each case on each client, then there was a sheet with reference to each investigator, is that correct?

A. Yes.

Q. Would that investigator's sheet contain all of their items of expense as well as the advances made to Cleveland?

A. So far as I recall the advances to Cleveland, and the commission checks ran hand in hand in order to balance, but if I recall correctly, they had a separate sheet for the expenses which were paid to them.

Q. When the settlements were made with the regional investigators, on what accounts were those checks drawn?

A. All checks were drawn on the firm account, Davis, Rerat, Yaeger and Lush, which was with the Marquette National Bank of Minneapolis. They had just the one checking account, as far as the firm was concerned, for bookkeeping purposes.

[fol. 1053]

By Mr. Nelson:

Q. Mrs. Matson, did you at any time work the switchboard in the office?

A. I did relief work for Harriet Kinikin, who was the switchboard operator.

Q. While you were doing that work did you become familiar with the method of contact with these regional investigators?

A. Yes. There would be occasions when either the investigation department, or for instance Mr. Rerat himself would come to the switchboard and ask that we locate right away a certain investigator, whichever one he would happen to want, it may be Mr. Klinkenbaird, or Verbon, or any of the others, because sometimes it was time consuming, and we would stay with the call until we located them. [fol. 1054] If we didn't know what area they were in, or at which particular city or hotel, we would usually call their homes first to find out when the wife last heard from them, where they were located, but as a general rule the investigating department pretty much knew where they were, and we would call them, and the particular party that wanted them would talk to them.

Q. Generally what occasioned these hurry-up calls?

A. Quite often it would be—in fact very often it was a lead of a particular bad railroad accident, or some injury that happened to some crew member, and they would want the investigator to get out there and contact them and make a report, possibly get a contract signed if it were feasible.

[fol. 1055]

IN THE CHANCERY COURT OF THE
CITY OF RICHMOND, VIRGINIA

PLAINTIFF'S NELSON EXHIBIT "M"

[fol. 1056]
(Exhibit 8)

DAVIS, RERAT, YAEGER & LUSH

Regional Counsel
Brotherhood of Railroad Trainmen

and

Brotherhood of Railroad Signalmen
610 Baker Building
Minneapolis 2, Minn.

I hereby employ DAVIS, RERAT, YAEGER & LUSH, Attorneys
at Law, of Minneapolis, Minnesota, to represent me in the
prosecution and recovery of my claim against the
..... Railway Company for personal injuries
received by me on the day of 19....., and I
agree to pay them 33 1/3 percent of the net amount received
or recovered by settlement or suit for their services.

No Settlement to be Made Without My Consent
and Check to be Made Payable to Me.

Dated

Claimant

We hereby accept the above claim and cause
of action, and agree to prosecute the same to
settlement or judgment, on the terms above
set forth.

Dated

Attorneys

[fol. 1057]
(Exhibit 25)

DAVIS, RERAT, YAEGER & LUSH

Regional Counsel
Brotherhood of Railroad Trainmen
and

Brotherhood of Railroad Signalmen
610 Baker Building
Minneapolis 2, Minn.

I hereby employ DAVIS, RERAT, YAEGER & LUSH, Attorneys at Law, of Minneapolis, Minnesota, to represent me in the prosecution and recovery of my claim against the _____ Railway Company for personal injuries received by me on the _____ day of _____ 19____, and I agree to pay them 25 percent of the net amount received or recovered by settlement or suit for their services.

No Settlement to be Made Without My Consent
and Check to be Made Payable to Me.

Dated _____

Claimant

We hereby accept the above claim and cause of action, and agree to prosecute the same to settlement or judgment, on the terms above set forth.

Dated _____

Attorneys

[fol. 1058]
(Exhibit 32)

50019.

(Letterhead of Brotherhood of Railroad Trainmen,
Cleveland 13, Ohio)

December 7, 1955.

Personal and Confidential

Re: M. M. Verbon

Mr. E. A. Rerat,
c/o Davis, Rerat, Yaeger & Lush,
Legal Counsel.

Dear Gene:

I am happy to comply with your request of December 6, and Brother Verbon will be placed on the payroll at a salary of \$350.00 per month, effective December 1. Our Payroll Department is just in the process of making up the December 15 payroll, and in order that Brother Verbon will receive his salary for the first half of the month, they are making no deduction for tax purposes.

However, so that the necessary adjustments may be made for the last half of December, I am forwarding to Brother Verbon with his copy of this letter, the necessary forms (Form W-4 and Form CEB-1) which I request that he immediately fill out and return to me. One covers his tax exemptions, and the other is for our Tax Department.

With the Greetings of the Season, I am

Fraternally yours,

/s/ C. R. MAHER
C. R. Maher, Chief Clerk,
Legal Aid Department.

CRM:vn

cc: Mr. M. M. Verbon, Reg. Investigator

1086

[fol. 1059]

(Exhibit 33)

JAMES W. McLEOD v. GREAT NORTHERN RAILWAY COMPANY

GROSS AMOUNT OF SETTLEMENT

\$27,250.00

Attorneys' fees—1/4th of \$27,250.00

6,812.50

(Attorneys have agreed to waive expenses incurred in the handling of case.)

\$20,437.50

So-called sickness benefits which Mr. McLeod has received and which under the law the Ry. Co. is obligated to deduct and repay to the Railroad Retirement Board

673.50

Check to Mr. McLeod

\$19,764.00

FEE:

\$6812.50

25% Overhead Expense

1703.12

5109.38

Extra Expense—

H. B. Pflaum

150.00

4959.38

10% M. M. Verbon^d

495.94

4463.44

[fol. 1060]

(Exhibit 34)

KENNETH C. WALLNER V. SOO LINE

Gross Recovery:	\$90,000.00
Advances from Company	13,731.87

Voucher	76,268.13
---------	-----------

Attorneys' fees—50% of recovery in excess of \$50,000—Attorneys agreed to waive expenses of approximately \$2,200. and absorb them in their item for attorneys' fees—50% of \$40,000.

20,000.00

56,268.13

Loans	4,703.50
-------	----------

Checks to Mr. Wallner	51,564.63
-----------------------	-----------

GROSS RECOVERY BY MR. WALLNER:

Settlement checks,	\$51,564.63
--------------------	-------------

Loans	4,703.50
-------	----------

Advances from Co:	13,731.87
-------------------	-----------

Total	70,000.00
-------	-----------

FEE:	\$20,000.00
------	-------------

25% Overhead Expense	5,000.00
----------------------	----------

15,000.00

Extra Expense:

J. E. Bergstrom	\$150.00
-----------------	----------

Oscar Peterson	150.00	300.00
----------------	--------	--------

14,700.00

15% M. M. Verbon	2,205.00
------------------	----------

12,495.00

1088

[fol. 1061]
(Exhibit 35)

WALTER JOHNSON V. NORTHERN PACIFIC

Amount of gross settlement	\$19,900.00
Sickness Benefits	268.71
Voucher	19,631.29
Attorneys' fees—50% of amount recovered in excess of \$16,000 or 50% of \$3900.00	1950.00
Loans	17,681.29
	1,200.00
Check to Mr. Johnson	16,481.29
FEE:	\$1950.00
25% Overhead Expense	487.50
	1462.50
Extra Expense— W. E. Buckley	100.00
	1362.50
10% M. M. Verbon	136.25
	1226.25
M. M. Verbon	
Advance to Cleveland	350.00
Less commission earned	136.25
	213.75

[fol. 1062]
(Exhibit 36)

LORENZO DOW JENNINGS ESTATE V. MILWAUKEE

Amount of settlement	\$30,000.00
Adjusted attorneys' fees	3,250.00
	<hr/>
Check to Nellie M. Jennings	26,750.00
FEE:	\$3250.00
25% Overhead Expense	812.50
	<hr/>
	2437.50
Extra Expense—	
C. E. Adams	150.00
	<hr/>
	2287.50
10% M. W. Verbon	228.75
	<hr/>
	2058.75
M. M. Verbon	
Comm. Earned	228.75
Bal. due firm on adv. to Cleveland	213.75
	<hr/>
Check to M. M. V.	15.00

1090

[fol. 1063]

(Exhibit 37)

LYMAN H. FITZGERALD VS. N. P.
1-17-58

Gross Recovery		\$9,000.00
Less R.R.B. Benefits		1,105.00

Amount of voucher		7,895.00
-------------------	--	----------

Attys fees 25% of \$9,000, i.e.

	2,250.00	
Loans returned	800.00	3,050.00

Check to client		\$4,845.00
-----------------	--	------------

Fee:		2,250.00
------	--	----------

25% O.H. Expense		562.50
------------------	--	--------

		1,687.50
--	--	----------

Extra Expense:

W. G. Shonka

Trimble

\$50.00

50.00

100.00

Special Investigation

Expense—M. M. Verbon

1,587.50

158.75

1,428.75

[fol. 1064]

IN THE CHANCERY COURT OF THE
CITY OF RICHMOND, VIRGINIA

PLAINTIFF'S CHASE EXHIBIT "E"

Book No. 3

Cash Book

3

1954			
Feb	3	Rawlings (Deinac) Feb	770.25
	5	Brandon (Moore)	175 -
Mar	1	Haley (Wilson)	320.25
	25	Rawlings (Deinac Mar)	770.25
	25	D R Y & L	1851.25
	25	"	1851.25
	-	Brandon (Moore)	175 -
Apr	6	D R Y & L	1851.25
		Ratner (King. Mar & Apr)	500 -
		Brandon	175 -
		Haley (Wilson)	320.25
	7	Rawlings (Deinac)	770.25
	29	Haley (Wilson)	320.25
	30	Rawlings (Nichol)	1500 -
May	4	Brandon (Moore)	175 -
	5	Rawlings (Deinac)	770.25
	8	Ratner (King)	250 -
	7	D R Y & L	1851.25
	17	Rawlings (Nichol)	300 -
	27	Haley (Wilson)	320.25
Jun	5	Rawlings (Deinac June)	770.25
	7	D R Y & L	1851.25
	1	Brandon (Moore)	175 -
	14	Ratner (King)	250 -
	21	Hendee	645.00
			750.00
	29	Mc Elroy	371.68
	24	Savage	1681 -

[fol. 1065]

1092

105

Month	Day	Name	Amount	Check
June	30	Brandon (Morse)	175	✓
	30	Staley (Morse)	32025	✓
July	6	D & R	185125	✓
	12	C. H. Rawlings	89175	✓
	23		32025	✓
	30	A. D. Brandon	175	✓
		Staley	32025	✓
		Ratner	190	✓
Aug	4	D & R	185125	✓
	12	Rawlings	109050	✓
	27	Savage	42025	✓
	31	Brandon	175	✓
		Ratner	215	✓
Sept	7	Rawlings	109050	✓
		D & R	217150	✓
		Ratner	200	✓
Oct	6	Ratner	235	✓
		A. D. Brandon	175	✓
		D & R & L	217150	✓
		Rawlings	109050	✓
	18	Henslee	5000	✓
	18	Savage	73770	✓
Nov	8	Rawlings	109050	✓
	8	Staley	400	✓
		D & R & L	185135	✓
		Savage	43673	✓
		Brandon	175	✓
		Ratner	475	✓
		Henslee	10000	✓
		Ratner	2363	✓

Dec.			
2	A. D. Brandon	175 -	✓
✓ 2	B. M. Savage	84726	✓
8	C. H. Rawlings	11098	✓
6	J. N. Haley	40583	✓
16	D. R. y. & L.	199760	✓
16		500	✓
1955.			
Jan 3	Savage	508356	✓
3	E. D. Brandon	175 -	✓
6	J. Haley	39532	✓
10	Rawlings	109388	✓
13	P. H. Ratner	49863	✓
14	A. D. Brandon	206815	✓
Feb 1	A. D. Brandon	206815	✓
7	C. H. Rawlings	109388	✓
9	J. L. McElroy	58541	✓
11	J. N. Haley Jr.	35776	✓
14	D. R.	206815	✓
16	Payne N. Ratner	49863	✓
16	H. H. H.	12250 -	✓
		2952053	
Mar			
2	A. D. Brandon	175 -	✓
7	J. N. Haley Jr.	37363	✓
8	Payne N. Ratner	49863	✓
16	D. R. y. & L.	206815	✓
14	C. H. Rawlings	109388	✓
29	E. B. Hender	5000 -	✓
31	A. D. Brandon	275 -	✓
		3820582	

1955			
Apr	4	J. H. Haley Jr	✓ 37363 ✓
	7	P. N. Ratner	✓ 49863 ✓
	8	D. R. y + Z	✓ 206815 ✓
	11	C. M. Rawlings	✓ 109388 ✓
	11	E. B. Hensley	✓ 5000 - ✓
	19	Mc Elroy - J. L	✓ 119848 ✓
12	A. D. Brandon	✓ 50 - ✓ 4948759	
May	2	A. D. Brandon	✓ 225 - ✓
	4	J. H. Haley Jr	✓ 37363 ✓
	9	Payne H. Ratner	✓ 49863 ✓
	9	D. R. y + Z	✓ 206815 ✓
	13	C. M. Rawlings	✓ 109388 ✓ 63013 ✓ 6077 -
June	1	J. L. Mc Elroy	✓ 32025 ✓
	3	D. R. y + Z	✓ 130771 ✓
	6	J. H. Haley Jr	✓ 37363 ✓
	8	C. M. Rawlings	✓ 109388 ✓
	9	E. B. Hensley	✓ 525116 ✓
	7	Payne H. Ratner	✓ 49863 ✓
	1	A. D. Brandon	✓ 225 - ✓
7/	1	A. D. Brandon	✓ 225 - ✓
	1	B. M. Savage	✓ 254178 ✓
	9	D. R. y + Z	✓ 132089 ✓
	6	J. H. Haley Jr	✓ 37363 ✓
	6	C. M. Rawlings	✓ 109388 ✓
	13	Payne H. Ratner	✓ 49863 ✓
	15	J. L. Mc Elroy	✓ 64050 ✓
	"	J. H. Haley	✓ 37363 ✓
	"	"	✓ 42704 Mura
18	D. R. y + Z (me H)	✓ 37363 ✓	

[vol. 1068]

1095

1095

1957

Date		Name	Amount	Balance
Jan	1	Savage D M	81478	✓
		Yaeger Carl B	85426	✓
	4	Brandon A D	225	✓
	6	D R Y & L	37713	✓
		Resat E A	98601	✓
	12	Lush Philip B	1000	✓
	13	Rawlings C N	110038	✓
	23	Savage	2100	✓
	27	Retrench for King	20036	✓
Feb	2	Yaeger Carl B	85426	✓
	2	Haley J H	42701	✓
	2	Brandon A D	225	✓
	6	Resat E A	100049	✓
	8	D R Y & Lush	37713	✓
	10	Rawlings	110038	✓
	15	Savage Miller	286278	✓
	27	Lush P B	1000	✓
Mar	2	Brandon A D	225	✓
	2	Yaeger Carl L	85426	✓
	5	Resat E A	99325	✓
	8	McElroy J L	52574	✓
	9		62323	✓
	14	D R Y & L	37713	✓
	19	Hemker E B	5000	✓
	23	Rawlings C N	110038	✓
	29	Yaeger C L	85426	✓

[Tot. 1070]

1097

1956				
July	23	Mr. E. Ray - L	✓	70038
	26	Hildebrand C	✓	105426
	31	Brandon A D	✓	225 -
	9	Rawlings C N	✓	110038
	19	Henslee E B	✓	6000 -
Aug	2	E A Kerat		137038 ✓
	17	E B Henslee		6000 - ✓
	20	C N Rawlings		110038 ✓
	24	Phil B Lusk		500 - ✓
	29	E Hildebrand		105426 ✓
	29	Carl T Meyer		85426 ✓
	31	A D Bradford		225 - ✓
Sept	4	Mr. E. Ray J L		137643 ✓
	5	E A Kerat		137038 ✓
	10	Carl Meyer		105426 ✓
	14	Rawlings C N		110038 ✓
	17	Henslee E B		6000 - ✓
	17	Savage B M		100426 ✓
	17	Carl Meyer		105426 ✓
	26	Hildebrand E		105426 ✓
Oct	1	Savage B M		200852 ✓
	1	Brandon A D		225 - ✓
	4	Kerat E A		137038 ✓
	10	Rawlings C N		110038 ✓
	10	Lusk P B		500 - ✓
	26	Mr. E. Ray J L		136385 ✓
	29	Hildebrand C		105426 ✓

Nov	2	A B Brandon	225 - ✓
	1	E B Henslee	4000 - ✓
	1	E B Henslee	2000 - ✓
	1	Lush P B	800 - ✓
	8	E A Kerat	137038 ✓
	12	Yaeger Carl	105426 ✓
	15	Rawlings E N	110038 ✓
	28	Hildebrand Cliff	105426 ✓
	30	Henslee E B	5000 - ✓
Dec	1	Brandon A B	225 - ✓
	6	Kerat E A	137038 ✓
	7	Henslee E B	4000 - ✓
	✓ 10	Savage B M	100426 ✓
		Lush Phil B	32552 ✓
		Mc Elroy J T	65130 ✓
	17	Rawlings	110038 ✓
	28	Yaeger C L	105426 ✓
		Mc Elroy	170038 ✓
1957			
Jan	2	Kerat E A	137038 ✓
		Hildebrand	105426 ✓
	11	Lush P B	1000 - ✓
	14	Mc Glyn Dan	117538 ✓
		Rawlings E N	117538 ✓
	17	Henslee E B	6300 - ✓
	18	Yaeger L D	105426 ✓
	✓ 25	Brandon A B	225 - ✓
	✓ 28	Savage B M	60252 ✓
	31	Hildebrand C	105426 ✓

[fol. 1073]

Month	Date	Name	Amount	Check
Feb	1	A. D. Brandon	225 -	✓
	1	E. A. Kerat	157038	✓
	7	Lawrence R. Lee	21 -	✓
	13	Rawlings	118183	✓
	14	Henslee G. B.	7000 -	✓
	15	Mc Elroy	54008	✓
	25	Yaeger & Yaeger	106126	✓
	27	Hildebrand	106476	✓
Mar	1	Brandon	225 -	✓
	4	Kerat	158943	✓
	9	Rawlings	117863	✓
	22	Mc Elroy	69010	✓
	22	Yaeger & Yaeger	105776	✓
	25	The Flynn	144189	✓
	28	J. H. de Vries	105776	✓
April	1	Brandon	225 -	✓
	4	Kerat	99785	✓
	5	Kerat	53188	✓
	15	Rawlings	117863	✓
	22	Mc Elroy	69139	✓
	25	Yaeger & Yaeger	105776	✓
	29	Henslee	7500 -	✓
	29	Hildebrand	805776	✓
	1	Henslee E. B.	5000 -	✓
May	1	Brandon	225 -	✓
	6	Kerat	167373	✓
	13	Rawlings	117863	✓
	14	Mc Elroy	64048	✓
	17	Yaeger & Yaeger	105776	✓
	28	Hildebrand	105776	✓

June	28	McBlynn	4805	✓
	25	McElroy	70363	✓
	24	Lush	1000-	✓
	24	Brandon	225-	✓
	24	Perat	117863	✓
	24	Rawlings	117863	✓
	26	Hildebrand	105774	✓

July	2	Henslee	5000-	✓
	2	Perat	114785	✓
	1	Brandon	225-	✓
	15	Rawlings	117863	✓
	16	McElroy	70363	✓
	19	McBlynn	500-	✓
	24	Yaeger	79951	✓
	29	Hildebrand	105774	✓
	31	Brandon	225-	✓

Aug	5	Savage	127328	✓
	5	Perat	114785	✓
	15	Lush	1000-	✓
	8	Rawlings	117863	✓
	14	McElroy	37053	✓
	26	Yaeger	271089	✓

Sept	6	Perat	114785	✓
	6	Hildebrand	105774	✓
	6	McBlynn	950-	✓
	6	Brandon	225-	✓
	13	Rawlings	117863	✓
	16	Yaeger	122013	✓
	16	McElroy	70363	✓

1957			
Sept	23	Henslee	6000 - ✓
	30	Hildebrand	105776 ✓
Oct.	1	Brandon	225 - ✓
	14	Rerat	114785 ✓
	14	Rawlings	117863 ✓
	14	Savage	151552 ✓
	16	Mc Elroy	73290 ✓
	28	Mc Blynn	935 - ✓
	30	Lush	2000 - ✓
	30	Henslee	7500 - ✓
	30	Hildebrand	105776 ✓
	21	Henslee	6000 - ✓
Nov.	6	Brandon	225 - ✓
	11	Rerat	11897 ✓
	12	Rawlings	117863 ✓
	14	Rerat	826 ✓
	15	Henslee	7500 - ✓
	18	Mc Elroy	69584 ✓
	20	Yaeger	244026 ✓
	21	Henslee	7500 - ✓
	27	Hildebrand	105776 ✓
Dec.	2	Brandon	225 - ✓
	4	Mc Blynn	500 - ✓
	4	Rerat	72723 ✓
	9	Rawlings	117863 ✓
	12	Henslee	7500 - ✓
	13	Savage	75776 ✓
	16	Mc Elroy	75776 ✓
(Continued on Page 125)			

[fol. 1076]

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Grandson

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E. J. Moore 225 4/15

1956

E. J. Moore \$225.00

[fol. 1078]

1105

1078

			225 -	50	
Apr 1			225 -	225 -	
12					
May 1			225 -	225 -	
2					
June 1			225 -	225 -	
1					
July 1			225 -	225 -	
1					
Aug 1			225 -	225 -	
1					
Sept 1			225 -	225 -	
1					
Oct 1			225 -	225 -	
3					
Nov 1			225 -	225 -	
1					
Dec 3			225 -	225 -	
1					
12			225 -	225 -	
1956					
Jan 1			225 -	225 -	
4					
Feb 1			225 -	225 -	
2					
Mar 1			225 -	225 -	
2					
Apr 1			225 -	225 -	
2					
May 1			225 -	225 -	
1					
June 1			225 -	225 -	
1					

[fol. 1079]

1956					
July	1		225 -	225 -	
	2			225 -	
Aug	1		225 -		
July	31			225 -	
Sept	1		225 -		
Aug	31			225 -	
Oct	1		225 -		
	1			225 -	
Nov	1		225 -		
	2			225 -	
Dec	1		225 -		
	1			<u>225 -</u>	
1957	1		225 -		
Jan	23			225	
Feb	1		225 -		
	1			225 -	
Mar	1		225 -		
	1			225 -	
Apr	1		225 -		
	1			225 -	
May	1		225 -		
	1			225 -	
June	1		225 -		
	24			225 -	
July	1		225 -		
	1			225 -	
Aug	1		225 -		
July	31			225 -	
Sept	1		225 -		
	6			225	
Oct	1		225		
	1			225 -	

~~fol. 1080j~~

Brandon

1959

Jan 1

Feb 1

March 3

April 4

1

(1959 in
new book)

Removed from payroll

225-

225-

225-

225-

225-

225-

0

[fol. 1082]

Statement

1954	Sal	R.R. 24	Memor	Total
Jan. L. K. Byers	300.00	18.75	1.50	
L. J. Calhoun	400.00	18.75	1.50	
B. A. Clendenen	400.00	18.75	1.50	
H. P. Moseley	350.00	18.75	1.50	
B. J. Renalt	300.00	18.75	1.50	
	<u>1750.00</u>	<u>93.75</u>	<u>7.50</u>	<u>1851.25</u>
Feb. Same				
Mar. Same				
Apr. Same				
May Same				
June Same				
July Same	August 5000 213.25 August 5000 213.25	Increased to 350 - 1/1		(Same as July)
Aug. Same	August 5000 213.25 August 5000 213.25			(Same as July)
Sept. L. K. Byers	450.00	28.14	2.25	
L. J. Calhoun	400.00	28.14	2.25	
B. A. Clendenen	400.00	28.14	2.25	
H. P. Moseley	350.00	28.14	2.25	
B. J. Renalt	450.00	28.14	2.25	
	<u>2050.00</u>	<u>142.70</u>	<u>11.25</u>	<u>2203.95</u>
Oct. L. K. Byers	250.00	21.88	1.75	
L. J. Calhoun	400.00	21.88	1.75	
B. A. Clendenen	400.00	21.88	1.75	
H. P. Moseley	350.00	21.88	1.75	
B. J. Renalt	500.00	21.88	1.75	
The Hudson	150.00	14.88	1.25	
	<u>2250.00</u>	<u>142.70</u>	<u>11.25</u>	<u>2403.95</u>
4188				212791

[fol. 1083]

1110

Darius & Rarat

Balance		Balance		C1		185225 in Aug	
Jan.	12/31/53	185125					
Feb		185125					
Mar 25		185125					
May		185125					
Mar 25		185125					
Apr		185125					
-6		185125					
May		185125					
7		185125					
June		185125					
7		185125					
July		185125					
6		185125					
Aug		185125					
4		185125					
Sept		220175					
1		217150					
Oct		212998					
6		217150					
Nov		227178					
48		185125					
Dec		206815					
16		199760					
16		500					
1955		869186					
		869185					

[Tot. 1084]

November

L. N. Ayers	350.00	21.88	175	
L. J. Calkins	400.00	21.88	175	
B. A. Clunkentard	400.00	21.88	175	
H. P. Mcmurray	350.00	21.88	175	
B. Mcmurray	300.00	21.88	175	
B. J. Rensat	350.00	21.88	175	
	<u>2050.00</u>	<u>131.29</u>	<u>1050</u>	2291.78

December

L. N. Ayers	350.00	21.88	175	
L. J. Calkins	400.00	21.88	175	
B. A. Clunkentard	400.00	21.88	175	
H. P. Mcmurray	100.00			
B. Mcmurray	350.00	21.88	175	
B. J. Rensat	350.00	21.88	175	
	<u>1950.00</u>	<u>109.40</u>	<u>875</u>	2068.15

Ruled to 100 - 12/1

1955

January - same

Feb. same

Mar. same

Apr. same

May same

June 1600.00 87.82 700 1694.52

July 1600.00 87.82 7- 1694.52

Aug. 1600.00 87.82 7- 1694.52

Sept. 1694.52

Oct. 1694.52

Nov. 1694.52

Dec. 1694.52

M. M. Verbon 350.00 21.88 175 12/1

rest same 1600.00 87.82 7- 2068.15

[fol. 1085]

[fol. 1086]

1957
JanGlen A. McArthur
P. R.
Rice

350 -

2198

525

377 13

[fol. 1087]

S. R. Y. L.

Jan 1	37713	
Feb 6		37713
Feb 1	37713	
Feb 8		37713
Mar 1	37713	
Mar 14		37713
Apr 1	37713	
Apr 9		37713
May 1	37713	
May 3		37713

transferred to E. L. Y. L.

[for 1088]

Balance

1934		bal	Dr	U To	Total	
	J. F. A. Nelson	300.00	18.75	1.2	320.25	
	Apr Same					
	May Same					
	June Same					
	July Same					addendum
						50 -
	Aug Conv. 72-25161	18.75		129	268.63	9839°
	Sept. conv. nothing					-
	Oct. conv. to 11	203.28	12.70	10.2	216.95	2477
	Nov.	300.00	18.75	150	320.25	50 -
	Dec. Same					50
1935	Increased to \$550 - July 1					275
	Jan. 11/55					17.20
	J. F. A. Nelson	350.00	21.98	175	373.63	13
	Feb. Same				373.63	Total 293 75
	Mar. Watson				373.63	
	Apr. Same				373.63	

[fol. 1089]

		May	Jelix Nelson	350	2188	175	37363	
		June	- same					
		July	- same					
		Aug	-					
		Jelix Nelson	350	2188	175	37743		
		Earl Mera	50	313	25			
		Jan	50	313	25			
		Feb	50	313	25			
		Mar	50	313	25			
		Apr	50	313	25			
		May	50	313	25			
		June	50	313	25			
		July	50	313	25			
		Aug	50	313	25			
		Sept						
		J Nelson	350.00	2188	175	37743		
		E Mera	50.00	313	25	42701	5388	
		Oct				42701		
		Nov				42701		
		Dec				42701		
		1950						
		Jan	J A Nelson	350.00	2188	175		
		Feb	E. Mera	50.00	313	75	43101	
		1/2 mo.					21550	
		taken off	2/15/50					

[fol. 1091]

Salary

May 1	37363	37363	
June 1	37363	37363	
6			
July 1	37363	37363	
15		37363	
15		42704	
6		37363	
Aug 1	80067	192156	
	192156		
Sept 1	42701	42701	
28			
Oct 1	42701	42701	
17			
Nov 1	42701	42701	
22			
Dec 1	42701	42701	
30			
1953 Jan 1	43101	43701	
Feb 2		43101	21950
Feb 1	21950		
Mar 9		21950	
	64651	64651	

[Tot: 1092]

1957

Jan 1 R. E. Wells

450.00

21.8

6.15

477.13

Inc. Buic - 7½ to 27.

452.00

21.99

7.00

478.99

Inc. R.I.C. - 2% to 2½% 1958

450.00

21.88

8.75

480.63

[fol. 1093]

1959

Ruic increased to 3%
Dolls

1502
2188
1050
48238

4-1-59

Dolls reduced to \$360

350
2188
1050
48238

[Vol. 1095]

1122

61015

McGlynn

1958
 July 1
 Aug 28
 Aug 1
 Sept 1
 Oct 17
 Oct 20
 Nov 1
 Dec 1

48063

600-

48063

48063

750-

48063

975-

48063

48063

ok

516432

541692

1496 credit

1959

1958 Credit

Jan 1
 Jan 12
 Feb 1
 March 1
 April 16
 April 1

48238

14916

48238

975-

48238

12416

38238

950-

112132

207416

1959
 Transferred to
 new Book

[fol. 1096]

Salaries

1954	Jan	Feb	Mar	U. I. Tax		
Jan						
N. E. Bush	375.00	18.75	150			
E. D. Howarth	500.00	18.75	150			
E. N. Legge	500.00	18.75	150			
R. H. Morgan	500.00	18.75	150			
R. H. Moore	500.00	18.75	150			
Wm. Sisco	300.00	18.75	150			
D. O. Taylor	500.00	18.75	150			
S. M. Johnson	250.00	15.62	125			
L. R. Maher	500.00	18.75	150			
E. J. Moore (Brandon)	175.00	—	—			
	3925.00	165.62	1325	410387		
Same				410387		
Mar.	R. E. Buell	232.52	14.97	119		
off	L. R. Maher	250.00	15.62	125		
		3914.52	177.47	1489	410613	
April	R. E. Buell	450.00	18.75	150		
		3875.50	165.62	1325	410837	
May	Same				410837	
June	Radozycki	500.00	18.75	150		
		4375.50	182.37	1475	457412	
July	Same				457412	
Aug	Same	N. E. Bush	375.00	18.75	150	
		E. D. Howarth	362.90	18.75	150	
		R. E. Buell	450.00	18.75	150	
		E. N. Legge	435.47	18.75	150	
		R. H. Morgan	500.00	18.75	150	
		Wm. Sisco	300.00	18.75	150	
		Radozycki	500.00	18.75	150	
		D. O. Taylor	500.00	18.75	150	
		S. M. Johnson	125.00	15.62	125	
		R. H. Morgan	4088.57	18.75	150	
1954				17656	423907	

[fol. 1097]

E. B. Hendee

		CI		11.0109
Dec 31 1953 - Bal.		110109		
1954 Jan	410387			
Feb	410387			
Mar	410682			
Apr	405387			
May	405387			
June 21	457412	7500 -		
July 18	2000595	148508		
Aug	457412	499378		
Sept	423907	5000 -		
Oct	334111			
Nov	379946			
Dec 10	489420	10000 -		
1955 Jan	432753	15000 -		
Feb	2517549		1017549	
Mar 29	460116			
	460116			
	457781	12250 -		
	396216	23270 -		
		5000 -		
		31250		
			707847	
				1078

[fol. 1098]

Sept.

A. E. Bush	375.00	28.14	225	
E. D. Howard	cons.	626	50	
R. E. Snells	450.00	28.14	225	
S. N. Legge	cons.	626	50	
R. H. Mass	500.00	28.14	225	
Thm. Allen	300.00	18.75	150	
N. Ludwig	500.00	28.14	225	
D. O. Taylor	500.00	28.14	225	
A. M. Tyson	cons.	-	-	
R. H. Morgan	500.00	28.14	225	
	<u>3125.00</u>	<u>208.11</u>	<u>1400</u>	<u>3341.11</u>

Oct.

Bush	375.00	28.88	175	
Howard	274.19	28.88	137	
Snells	450.00	28.88	175	
Legge	483.9	30.2	24	
Mass	500.00	28.88	175	
Allen	300.00	18.75	150	
Ludwig	500.00	28.88	175	
Taylor	500.00	28.88	175	
Tyson	149.35	13.8	85	
Morgan	500.00	28.88	175	
	<u>3616.93</u>	<u>168.07</u>	<u>1446</u>	<u>3799.46</u>

Nov.

Bush	375.00	28.88	175	
Howard	500.00	28.88	175	
Snells	450.00	28.88	175	
Legge	316.67	-	-	
Mass	500.00	28.88	175	
Allen	300.00	18.75	150	
Ludwig	500.00	28.88	175	
Taylor	500.00	28.88	175	
Tyson	250.00	15.62	125	
Morgan	500.00	28.88	175	
	<u>3375.00</u>	<u>180.53</u>	<u>1500</u>	<u>4394.20</u>

1911

Mc New	500.00			<u>4894.20</u>
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[fol. 1099]

Apr 1		525116	525116	717877
Apr 11		525116	525116	
Apr 1		525116		
June 9		5013129	525116	763013
June		551129	525116	
May 13			763013	
July 1		5564258	5013129	551129
20		551129		
Aug 1		6115387	557129	
Sept 1		551129	5564258	
124		7217646	551129	
Oct 1		551129	6115387	
Nov 21			551129	
Nov 1		551129		
Dec 1		8315903		
1	M. H. Miller - 9 mm	551129		
6		743940		
20			1102258	
Dec 31		9614972	10000000	
30		350	8768774	
		9615322	846548	
			7615522	

[Vol. 1100]

Dec	Legge	250.00				
	alberts some	3871.00	18750	15	432753	
1915						
Jan	Busch	375.00	2188	175		
	Gaills	450.00	2188	175		
	Halley an	500.00	2188	175		
	Haworth	480.00	2188	175		
	Moss	500.00	2188	175		
	Morgan	500.00	2188	175		
	Rodriguez	500.00	2188	175		
	Sees	300.00	1875	150		
	Taylor	500.00	2188	175		
	Tyson	250.00	152	125		
		4375.00	20941	1675	460116	
Feb	Same				460116	
Mar	add.					
	R. M. Crags	250.00				
	J. Gray	250.00				
	R. N. Mc New	150.00				
	Total	4375.00	20941	1675	525116	
April	Same				525116	
May	May				525116	
June	D. Q. Patmore	250.00	938	75	551129	
July	Same	525.00	21875	1750	551129	
Aug	Same	525.00	21875	1750	551129	
Sept					551129	
Oct					551129	
Nov					551129	
Dec					551129	
	M. H. Miller - 9 mos				551129 + 743940	
					350	
	@ 810297 - 2188 - 1.75 -		743240			
	Adj. on Patmore - 1.75 -		754			

[col. 1101]

1128

January 1956

Jan.	Bush	375.	21.88	5.25	
	Bush	350	21.88	5.25	
	Halligan	200	21.88	5.25	
	Humbach	500	21.88	5.25	
	Moss	500	21.88	5.25	
	Morgan	500	21.88	5.25	
	Palmore	250	9.38	5.25	2.25
	Mc New	150			
	Radway	500	21.88	5.25	
	Rees	300	18.75	4.50	
	Taylor	500	21.88	5.25	
	Tison	250	15.62	3.75	
		5275.00	218.79	52.50	5547.79

June	(May adjustment)				
	T. P. Halligan	366.67	21.88	6.25	
	Tom Rees	240.00	15.00	3.60	
		6081.67	315.04	59.10	5349.91

Es. 9⁰⁰ on Palmore (6 mos)
 charged on 250 for bill net of 150
 Es. 350 on 1955.

July					
Aug					
Sept					
Oct					
	T. R. J. Sommer	581.78	21.88	5.25	
		5856.78	240.67	54.15	6156.70
Dec	E. E. Noble	100.00			6256.70

[fol. 1102]

Henslee E B

1952									
Jan	1		554779						
Feb	1		554779						
Mar	1		554779						
"	19			5000 -					
Apr	2		1664337	7500 -		414337			
Apr	1		554779	12500 -		969116			
May	1		554779						
Apr	27		2778893	10000 -		522895			
June	1		334981	12500 -		1058576			
June	18		3308876	6000 -					
	25	credit		5500 -					
July	1		554779	12500 -		92374			
	19		3863656	5000 -		2137595			
Aug	1		554779						
Sept	1		554779						
Aug	17		4973223	6000 -		471963			
Sept	1		554779	4501250					
Sept	17		554779	6000 -		426742			
Oct	1		554779	5101250					
Oct	1	From	60891						
Nov	1		554779						
	1		215670						
	1			9000 -		203101			
Dec	1		1204563	6001250					
	1		615670						
	1		6820238						
	1		100 -						
Nov	30		6810223	5000 -		228973			
	1	credit Patron 6 mos		4 -					
Dec	7			4000 -		271029			
1952			582807	6000 -					
			413030	7532150		2019120			

[Vol 1103]

January, 1957

	Bush	375.00	2188	525	7.00				
	Crago	250.00	-	-	-				
	Endy	250.00	-	-	-				
	Halligan	500.00	2188	525	7.00				
	Hawthorn	500.00	2188	525	7.00				
	Mr. New	500.00	2188	525	7.00				
	Moss	500.00	2188	525	7.00				
	Morgan	500.00	2188	525	7.00				
	Patmore	250.00	938	225	300 on 150				
	Radzygi	500.00	2188	525	7.00				
	Rees	300.00	1875	450	6.00				
	Taylor	500.00	2188	525	7.00				
	Thommetter	581.78	2188	525	7.00				
1/1/57	Thompson	250.00	1562	375	5.00				
	Thibbe	150.00	-	-	-				
		5556.78	2188	525	7.00				
1/5/57	Thibbe	500.00	2188	525	7.00				
1/6/57	Geo Beck (Jan 7th)	500.00	2188	700	-				
4/1/57	S. M. Tyson Resigned	5306.78	10317	65	-				
5/1/57	Remond R. J. Thommetter	581.78	2188	525	7.00				
7-1-57	Swiss Inc. 50	350.00	2188	525	7.00				
9-16-57	Swiss Inc. 50	400.00	2188	525	7.00				
11-2-57	R. W. Morgan died	-	-	-	-				
10-1-57	Forrest W. Benner	150.00	938	3	-				
10-1-57	George Beck	250.00	1563	5	-				
11-16-57	Remond Morgan, died	500.00	2188	7	-				
12-1-57	Crago Inc. to \$500.	-	-	-	-				
11-1-57	R. C. More	600.00	2188	780	-				

[fol 1104]

				71927		
Jan	1		582507			
Jan	17		592807	6300-		
Jan	1	Geo Beek	52888	701927	241191 20	
Jan	1	Inc in Ride	685675	701927	21 66222	
Jan	1		1750			
Feb	1		636945	701927	65482	
		Geo Beek	584557			
			52878			
		G E Thies	52888			
	13			7000-		
Mar	1		1326779	1401927	21 75140	
		Thies	584557			
			52878			
Apr	1		557495			
	29			5000-		
May	1		2521773	7500-		
June	1		496429	2451927	130.09	
July	2		3019147		27 346220	
July	1		496429		27 862649	
Aug	1		3317376	5000-	362649	
Sept	23		501842	3751927	864491	
Sept	1		501842		1366333	
Oct	1		4518260	6000-	766333	
			504342	3751927	1270675	
			5023262			
			55043			
	21			6000-		
	30			7500-		
Nov	1		5572745	5101927	470118	
	15		687206			
	21			7500-		
Dec	1		6189951	7500-		
	12		535143	6601927	4419764R	
			6746094	7500-	6082332R	
				351927		
1958		Credit Balance From 1957		605833		
Amended - 1958 - Continued on Page 135						

[fol. 1105]

Salaries

1954					
		<u>300.00</u>	<u>18.75</u>	<u>1.50</u>	
		<u>297.81</u>	<u>15.72</u>	<u>1.26</u>	
		<u>551.61</u>	<u>34.47</u>	<u>2.76</u>	58884
		<u>300.00</u>	<u>18.75</u>	<u>1.50</u>	
		<u>600.00</u>	<u>37.50</u>	<u>3.00</u>	64050
		<u>259.25</u>	<u>15.20</u>	<u>1.30</u>	
		<u>559.28</u>	<u>32.93</u>	<u>2.80</u>	59700
		<u>290.32</u>	<u>18.15</u>	<u>1.45</u>	
		<u>590.32</u>	<u>36.90</u>	<u>2.95</u>	63017
		<u>280.64</u>	<u>17.55</u>	<u>1.40</u>	
		<u>580.64</u>	<u>34.50</u>	<u>2.90</u>	62984
		<u>600.00</u>	<u>37.50</u>	<u>3.00</u>	64050
		<u>308.00</u>	<u>18.75</u>	<u>1.50</u>	
		<u>120.97</u>	<u>7.86</u>	<u>.60</u>	
		<u>420.97</u>	<u>26.61</u>	<u>2.10</u>	44968
		<u>130.65</u>	<u>-0-</u>	<u>.65</u>	
		<u>208.06</u>	<u>12.01</u>	<u>1.24</u>	
		<u>338.71</u>	<u>12.01</u>	<u>1.69</u>	35341
		<u>203.23</u>	<u>4.88</u>	<u>1.02</u>	
		<u>203.23</u>	<u>7.82</u>	<u>1.02</u>	
		<u>406.46</u>	<u>12.70</u>	<u>2.04</u>	41990
		<u>290.00</u>	<u>18.15</u>	<u>1.45</u>	
		<u>300.00</u>	<u>18.75</u>	<u>1.50</u>	
		<u>590.00</u>	<u>36.88</u>	<u>2.95</u>	62983
		<u>290.32</u>	<u>18.14</u>	<u>1.45</u>	
		<u>300.00</u>	<u>18.75</u>	<u>1.50</u>	
		<u>590.32</u>	<u>36.89</u>	<u>2.95</u>	63016

[fol. 1106]

1956						
Jan.	Klein Lucite	350.00	2188	175		
	Thompson	<u>198.39</u>	<u>1240</u>	<u>79</u>		
		548.39	3428	274	585.41	
Feb	J. J. Klein	310.00	2188	175		
	J. J. Thompson	<u>267.86</u>	<u>1631</u>	<u>134</u>		
		617.86	3819	309	659.14	
Mar	J. J. Klein	205.25	1292	102		
	J. J. Thompson	<u>300.00</u>	<u>1875</u>	<u>150</u>		
		505.25	3157	252	539.34	
Apr.	J. J. Klein - nothing					
	J. J. Thompson			320.25		
May	J. J. Klein - nothing					
	J. J. Thompson			320.25		
June	J. J. Klein nothing					
	J. J. Thompson			320.25		
July	J. J. Klein	293.55	1552	146		
	J. J. Thompson	<u>150.00</u>	<u>938</u>	<u>75</u>	470.66	
Aug	J. J. Klein	146.79	918	73		
	Thompson	<u>270.97</u>	<u>1875</u>	<u>135</u>	447.75	
Sept	Klein	—	—	—		
	Thompson	—	0	—	320.25	
Oct	J. J. Klein	231.45	424	115		
	Thompson	<u>300.00</u>	<u>1875</u>	<u>150</u>	557.09	
Nov	J. J. Klein	<u>269.16</u>	<u>1180</u>	<u>150</u>	591.13	
	J. J. Thompson	<u>300.00</u>	<u>1875</u>	<u>150</u>	601.44	
Dec	J. J. Klein	338.71	2117	170		
	J. J. Thompson	<u>300.00</u>	<u>1875</u>	<u>150</u>	681.73	

[fol. 1108]

Date		1918	1919
Jan	24	248198	
Feb	9	58541	248298
Feb.		65914	58541
Mar		53934	
Apr 19		119848	
Apr		32025	
June 1		32025	32025
May		32025	
June 1		32025	
July	15	47066	64050
Aug 1		44775	91841
Oct 27		82625	
Sept 1		25709	
Oct		60725	146847
Nov		68183	68183
Dec 1			
Dec 30			

				Jan.		Feb.	
				Total		Total	
Jun	Brandon	175.	-	-	175-	175-	-
	S. M.	1750.00	93.75	750	1851.25	1750-	93.75
	Haley	-	-	-	-	-	-
	Henslee	3925.00	165.62	1325	4103.87	3925-	165.62
	Mc Elroy	557.61	34.47	276	588.94	600-	37.50
	Rawlins	1050.00	37.50	3-	1090.50	1050-	37.50
	Ratner	2500-	-	-	2500-	2500-	-
	Savage	800.00	37.50	3-	840.50	800-	37.50
	McClym	400.00	18.75	3-	418.75	400-	18.75
		8657.61				8700-	
						June	
	Brandon	175.00	-	-	175-	175-	-
	S. M.	1750.00	93.75	750	1851.25	1750-	93.75
	Haley	300.00	18.75	150	320.25	300-	18.75
	Henslee	3875.00	165.62	1325	4053.87	4375-	184.37
	Mc Elroy	588.64	17.50	140	619.94	600-	32.50
	Rawlins	1050.00	37.50	3-	1090.50	1050-	37.50
	Ratner	2500.00	-	-	2500-	2500-	-
	Savage	800.00	37.50	3-	840.50	800-	37.50
		8780.64				9300-	
						July	
	Brandon	175.00	-	-	175-	175-	-
	S. R. G. L.	2050.00	140.70	1125	2201.95	2000-	120.35
	Haley	2000.00	110.00	-	2000-	2000-	12.70
	Henslee	3125.00	100.11	16-	3341.11	3669.3	168.07
	Mc Elroy	-	-	-	-	406.40	11.40
	Rawlins	1050.00	37.50	3-	1090.50	1050-	37.50
	Ratner	2500.00	-	-	2500-	2500-	-
	Savage	400.00	37.50	275	677.50	600.00	37.50
		7650.00				8375.50	

[col. 110]

1137

	T. J. I	Mar	Total	Apr
-	175 ⁰⁰	175 ⁰⁰ ✓	175 ⁰⁰	175 ⁰⁰
7.50	1857.25	1750.00 ✓	93.75 7.50 1851.25	1750 - 93.75 2.50 1851.25
-		380.00 ✓	1875 1.50 320.25	300 - 1875 1.50 320.25
13.25	4103.87	3914.50	177.47 1439 4106.80	3875 - 165.64 13.25 4053.87
3 -	640.50	559.22	34.97 2.80 597 -	590.32 36.90 2.95 430.17
3 -	1090.50	1050.00 ✓	37.50 300 1090.50	1050 - 37.50 300 1090.50
-		260.00 ✓	- - 250 -	1250 - - 250 -
3 -	840.50	800.00 ✓	37.50 200 840.50	800 - 37.50 300 840.50
3 -	418.75	-	- - -	- - -
		8792.74		4790.32

July

Aug

	175 ⁰⁰	175 ⁰⁰	175 ⁰⁰	175 ⁰⁰
7.50	1851.25	1750 ⁰⁰	93.75 7.50 1851.25	1750 - 93.75 7.50 1851.25
7.50	320.25	300.00	18.75 1.50 320.25	251.61 15.73 1.29 268.63
14.75	4574.12	4375.00	184.37 14.75 4574.12	4048.38 174.56 14.13 4239.07
300	440.50	420.97	26.61 2.10 449.68	339.71 13.01 2.07 353.41
3.00	1090.50	1050.00	37.50 3.00 1090.50	1050 - 37.50 3.00 1090.50
-		260.00	- - -	250 - - - 250.00
3.00	840.50	800.00	37.50 2.10 840.50	800 - 37.50 3.00 840.50
		8510.00		5023.70

[fol. III]

Nov

December

	175.00	175 ⁰⁰	175 ⁰⁰	175 ⁰⁰
9.63	2129.98	2050.00	131.25 10.50 2291.78	1950 - 109.46 8.75 2068.15
10.2	216.95	300.00	18.75 1.00 320.25	300 - 18.75 1.00 320.25
14.46	3799.46	4691.67	187.53 15.00 4894.20	4125 - 187.53 15.00 4327.53
20.4	419.90	590.00	26.88 2.95 629.83	590.32 31.89 2.95 634.14
3	1090.50	1050.00	37.50 3.00 1090.50	1050 - 37.28 3.50 1110.98
-		250.00	21.82 1.75 386.07	475 - 21.89 1.75 498.63
3.10	710.33	800.00	43.76 3.50 847.26	800 - 43.76 3.50 847.26
		1511.20		10593.12

1952						
Jan						
	T					
	K					
Feb						
	T					
	K					
March						
	T					
	K					
Apr						
	T					
	K					
May						
	T					
	K					
June						
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	K					
July						
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Sept						
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Oct						
	T					
	K					
Nov						
	T					
	K					
Dec						
	T					
	K					

[fol. 1112]

Mr. Elroy. Francis L.

1952				
Jan			52574	
Feb.			62323	
Mar	8			52574
	9			62323
Apr	1		68921	
May	1		70038	
	11			68921
	28			70038
June	1		65009	
	21			65009
July	1		70038	
	23		70038	70038
Aug	1		67605	
Sept	1		67605	
				137643
Oct	1		66347	
			70038	
Nov	1			136385
			65130	
Dec	10			65130
Dec	1		70018	
	28			70038

1957		Roses 270			
Jan	J. J. Thompson	150.00	8 17	300	
	Klein	300.00	21 88	700	
Feb	J. J. Thompson	500.00	30 08	10 -	540.05
	Klein C. &	300.00	18 75	6 -	
		337.50	21 10	506	690.10
		637.50	39 85	17 66	688.41
Mar	J. J. Thompson	300.00	18 75	6 -	
	Klein C. &	338.71	21 17	676	
		638.71	39 92	12 76	691.39
April	T. J. Thompson	300.00	18 25	600	
	J. J. Klein	291.67	18 23	583	
		591.67	36 98	11 83	644.48
May	T. J. Thompson	300.00	18 75	6 -	
	J. J. Klein	350.00	21 88	7 -	
		650.00	40 63	13 -	703.63
June	Same as May	650.00	40 63	13 -	703.63
Sept. 1	T. J. Thompson	350.00	21 88	7 -	378.88
July	T. J. Thompson	77.42	4 23	1 55	
	J. J. Klein	270.97	16 94	5 42	376.53
Aug.	T. J. Thompson	300. -	21 88	7 -	
	J. J. Klein	350. -	21 88	7 00	703.63
Sept.	T. J. Thompson	350. -	21 88	7 -	
	J. J. Klein	327.04	20 44	6 54	732.90
Oct.	T. J. Thompson	350. -	21 88	7 -	
	J. J. Klein	242.74	18 31	5 86	695.84
Nov.	T. J. Thompson	350.00	21 88	7 00	
	J. J. Klein	350.00	21 88	7 -	751.76
Dec	Same as November				751.76

[fo. 114]

1141

Z. L. McElroy

1957

Jan 1

Feb 15

Feb 1

Mar 1

April 22

April 1

May 14

May 1

June 25

June 1

July 16

July 1

Aug 14

Aug 1

Sept 16

Sept 1

Oct 16

Oct 1

Nov 18

Nov 16

Dec 1

Jan 23

57005

69010
68841

69139

64048

70363

70363

37653

70363

73290

69584

75776

75776

57005

69010

69139

64048

70363

70363

37653

70363

73290

69584

75776

75776

[fol. 115]

McElroy-1958-Cont. on Page 145

Palmer

1954

Jan J. E. Duncan

750⁰⁰ / 18.75 152

M. B. Nicholls

300⁰⁰ / 18.75 150

1050.00 3750 300

109050

Feb Same

Mar Same

Apr Same

May

June

July

Aug

Sept

Duncan

750⁰⁰ 21.75

Nicholls

300⁰⁰ 18.75

1050.00 40.50

175

150

750.00 21.75

175

300.00 18.75

150

1050.00 40.50

325

1190.64

109388

109388

109388

109388

109388

109388

109388

109388

109388

109388

109388

[Col. 1116]

1143

C. H. Rawlings

Bal 12/31/53					
1954	Jan		109050		
	Feb		109050		
	3 (Duncan)			77025	
	Mar		109050		
	25 (Duncan)			77025	
	Apr		109050		
	30			77025	
	May		109050		
	5 (Duncan)			77025	
	17 (Nichols)		109050	300-	
	June		565125		414975
	5		109050		
	July		109050	77025	
	12			42150	
	Aug		109050	89175	
	13			32025	
	Sept		109050		
	1			109050	
	7			109050	
	Oct		109050		
	6			109050	
	Nov		109050		
	8			109050	
	Dec		109050		
	6			110078	
	addl top (July to Dec. inc)		22028		
	1955		23928	23928	
	Jan		109388		
	10			109388	
	Feb		109388		
	7			109388	
	Mar		109388		
	14			109388	

[fol. 1117]

January 1956

For Duncan
Nicholls

750.00	21.98	525	
300.00	18.75	450	
1050.00	40.73	975	1,100.38

[fol. 1118]

1145

Rawlings

Apr	11	109388	109388
May	1	109388	109388
June	1	109388	109388
July	1	109388	109388
Aug	1	109388	109388
Sept	1	109388	109388
Oct	1	109388	109388
Nov	1	109388	109388
Dec	1	109388	109388
1926			
Jan	1	110038	110038
Feb	1	110038	110038
Mar	1	110038	110038
Apr	1	110038	110038
May	1	110038	110038
June	1	110038	110038

[fol. 1119]

1957

Jan

Duncan	825.00	21.88	535	852.23	
Nicholls M B	300.00	12.75	450	323.25	1175.48

Inc Rule to 22

Duncan J E	825.00	21.88	700	853.88	
Nicholls M B	300.00	12.75	600	324.75	1178.63

[fol. 1120]

1147

1120

Rawlings

July 15		110038	
19			110038
Aug 1		110038	
20			110038
Sept 1		110038	
14			110038
Oct 1		110038	
10			110038
Nov 1		110038	
15			110038
Dec 1		110038	
7			110038
1957 Jan 1		117538	
14			117538
Feb 1	circ me	345	
13		117863	
Mar 1		235726	118188
5		117863	235
Apr 1			117863
15		117863	
May 1		117863	117863
13			117863
June 1		117863	
24			117863
July 1		117863	
15			117863
Aug 1		117863	
8			117863
Sept 1		117863	
13			117863
Oct 1		117863	
14			117863

[fol. 1121]

1951

14-58

R.U.I.C. Increased from 2% to 2½%

1-1-58

Nichols increased to \$350

21182

875

Dunsan

825

21182

875

123626

[Vol. 1122]

1959
1-1-59

Quic Increased to 3%
Nicholls

Duncan

350-
2188
1050
38238
825-
2188
1050

38238
83738
123976

4-1-59

Duncan cut to \$350
Nicholls - same

350-
350-

2188
2188

1050
1050

76476

[fol. 1124]

1151

1124

Rawlings - 1959

1959			
Jan	1	123976	123626
Feb	12	123976 247752	124326 247052
March	11	123976	123976
April	13	76476	

1959
Transferred to
new book

17.5

74

Salaries

1954						
71	Geo. H. King	250.00	-	-		
	Apr.	250				
	May	250				
	June	250				
	July					
	Aug.	250				
	Sept.	250				
	Oct.	250				
	Nov.	1-15 Inc 17.50 16-30 Inc 17.50	272.50	21.88	1.75	386.03
	Dec.	475	21.88	1.75		498.63
1955						
	Jan.	Same				498.63
	Feb.					498.63
	Mar.	Same				498.63
	Apr.					498.63
	May					498.63
	June					498.63
	July					498.63
	Aug.					498.63
	Sept.					498.63
	Oct.					498.63
	Nov.					498.63

Ret. to RR 1/24.75 off payroll 121

Pol. 11261

1153

Payne H. Ratner

1954 12/31/53			
Mar		250 -	
4/6		250	
Apr		111	500 -
4/6		250 -	
May			250 -
5		250	
June			275 -
12			
July	Legislative		
			190 -
Aug		250 -	
			215 -
Sept		250 -	
			200 -
Oct		250	
			235 -
Nov		356.00	
			28.63
Dec		49863	
			27107
1955		263470	263470
Jan		49863	
13			49863
Feb		49863	
16			49863
Mar		49863	
8			49863
Apr		49863	
11			49863
May		49863	
9			49863

[fol. 1127]

Retired

53					
June	1		49863		
	7			49863	
July	1		49863		
	13			49863	
Aug	1		49863		
	8			49863	
Sept	1		49863		
	7			49863	
Oct	1		49863		
	17			49863	
Nov	1		49863		
	7			49863	
Dec	1		49863		
Jan	27			20036	

1956							
Jan.	G J Kerat	358.00	21.98	5.25			
	Th. M Verbon	312.00	21.98	5.25			
	J A Vanning	221.80	13.86	2.33			
		921.80	57.62	13.13		993.25	
6/1/56	G A Mc Nulan	352.00	21.98	5.25		1370.38	
11/1/57	one N. transferred to Lush		Cancelled			993.25	
1/1/57	Reid C. inc. to 270						
	G J Kerat	350.00	21.98	7.00			
	Th. M Verbon	353.00	21.98	7.00			
	J A Vanning	221.80	13.86	4.43			
	G A Mc Nulan	352.00	21.98	2.00		1376.73	
		1271.80	79.50	25.43			
2/1/57	Verbon inc. to 500	20.00				1576.73	1/1/57
4/1/57	" inc. to 500	147.80					
		1721.90				1526.73	1/1/57
5/1/57	one N. inc. to 500	103.00				1676.73	1/1/57
		71.80				528.88	
7-1-57	Mc Nulan transferred to Lush					1147.85	1/1/57
11-1-57	Verbon taken off payroll						
11-1-57	Vanning - inc. to 321.80		20.12	6.43			
	Kerat - same	352.00	21.98	7.00			
		671.80	42.10	13.43		1272.38	1/1/57

[Vol. 1129]

East E.A.

Jan	1		99325						
Feb	1		99325		98601	724	Lat		
Mar	1		118650		100049				
	5		99325		1198650				
Apr	1		99325		99325				
May	1		99325		99325				
	3		99325		99325				
June	1		137038		137038				
	4		137038		137038				
July	1		137038		137038				
	5		137038		137038				
Aug	1		137038		137038				
	2		137038		137038				
Sept	1		137038		137038				
	5		137038		137038				
Oct	1		137038		137038				
	4		137038		137038				
Nov	1		137038		137038				
	8		137038		137038				
Dec	1		137038		137038				
	6		137038		137038				
1957	1		137038		137038				
Jan	1		137038		137038				
	2		137038		137038				
Feb	1	Ina Rube	135		137038		13703		
			137038		137038				
Mar	1		137038		137038				
			137038		137038				
Apr	1		137038		137038				
			137038		137038				
May	1		137038		137038				
			137038		137038				
June	1		137038		137038				
			137038		137038				
July	1		137038		137038				
			137038		137038				
Aug	1		137038		137038				
			137038		137038				
Sept	1		137038		137038				
			137038		137038				
Oct	1		137038		137038				
			137038		137038				
Nov	1		137038		137038				
			137038		137038				
Dec	1		137038		137038				
			137038		137038				

[fol. 1130]

1958

1-1	58	R.U.I.C. Inc. from 2% to 2 1/2%					
1-1	58	Barat	350-	2188	875		
		Zelmering	32180	2012	804		73059
2-1	58	L.W. Oney	350-	2188	875		111122
3-1	58	Oney increased to	400-	2188	875		116122
5-1	58	Oney taken off payroll					73059

[col. 1181]

Rerat

May	6	167473	167373
June	1	167673	167673
July	1	114785	114785
Aug	1	114785	114785
Sept	1	114785	114785
Oct	1	114785	114785
Nov	1	72723	71897
Dec	1	72723	826
1958	4	72723	72723
Jan	1	73059	72723
Feb	1	111122	109981
Mar	1	116122	117563
April	1	116122	116158
May	1	73059	73059
June	1	73059	73050
July	1	73059	73050

Feb 11 1959

1159

1/32

1-1-59	Penning off Payroll	32180	2012	804	34996
	R.U.C. increased to 3%				
	Perat	350	2188	1050	38238

[fol. 1133]

1160

Kerat

1958								
Aug	1			73059				
	11					73077		
Sept	1			73059				
	4					73059		
Oct	1			73059				
	6					73057		
Nov	1			73059				
	4					73057		
Dec	1			73059		73057	(-0.1)	
	5			1000000		73057		
1959						73057	(-0.6)	
Jan	1			38238				
Feb	1			38238				
	9					38063		
	16					38413		
March	1			38238				
	9			114714		38238		
						4714		

1959
Transferred to
New Book

[fol. 1134]

1134

Salaries

1954

R. T. Miller

400.00 18.75 150

N. N. Tingle

400.00 18.75 150

840.50

Feb. Same

Mar

Apr

May

June

July

Aug "single con apd full month

Sept R. T. Miller

400.00 28.14 235

Tingle

nothing 6.96

50 add tax

400.00 34.80

275

437.15

Oct

Miller

400.00 28.88

175

Tingle

270.97 18.75

135

470.97 36.26

310

710.33

Nov.

Miller

400.00 28.88

175

Tingle

400.00 28.88

175

847.26

800.00 43.76

350

Dec

Miller

400.00 28.88

175

Tingle

400.00 28.88

175

800.00 43.76

350

847.26

[fol. 1135]

1162

1162

B. M. Savage

Bal 12/31/0 - credit		5043-	
Jan		84050	
Feb		84050	
Mar		84050	
Apr		84050	
May		84050	
June		84050	
July		84050	
June 24		168100	
Aug		84050	
Sept	adjust acct 2000	43725	
Sept 27		42025	
Oct		71033	
Oct 14		73776	
Nov		84726	
Dec		199574	83673
2		84726	179474
			84726

[fol. 1200]

195							
Jan	Muller	400	2198	175	42363		
Feb	Tringle	400	2198	175	42363		
	Same				84726		
Mar	Same				84726		
Apr	Same				84726		
May	Same				84726		
June	Same				84726		
July	Same				84726		
Aug	Same				84726		
Sept	Same				84726		
Oct					84726		
Nov					84726		
Dec					84726		
195							
Jan	Muller	400	2198	175	42363		
	Tringle	500	2198	175	42363		
	Muller	400	2198	175	42363		
					100426		

Savage

1955

Jan	84726		
Feb	84726	508352	
Mar	84726		
Apr	84726	508352	254178
May	84726		
June	84726		
July	84726	508352	
Aug	84726		
Sept 1	84726	254178	
Oct 1	84726	254178	
Nov 1	84726		
Dec 1	84726		
Dec 14	84726	254178	
1956	254178	254178	
Jan 3	52213	31478	
Feb 1	100426		
Jan 23		2100	
15		286278	
Mar 1	200351	602456	
Apr 1	100426		
May 1	100426		
June 1	401704	200552	
July 1	100426	100426	
Aug 2	100426		
Aug 1	100426	200852	

[fol. 113b]

1957					
	Single	500.00	2188	525	
	Miles	450.00	2188	525	100426
	R.I.C. increased to 3% 1/1/57				
	Single	500.00	2188	700	
	Miles	450.00	2188	700	100776
3/1/58	Single	350.00	2188	7-	
	Miles	350.00	2188	7-	
		700.00	4376	14-	75776
1958					
1-1-58	R.I.C. Inc from 2% to 2½%				
	Single	350.00	2188	825	
	Miles	<u>350.00</u>	<u>2188</u>	<u>875</u>	<u>36126</u>

Savage

26					
Sept	1		100426		
	17			100426	
Oct	1		100426		
	1			200852	26
Nov	1		100426		
Dec	1		100426		
1957	10			100426	
Jan	1	Red me	100426		
			350		
Jan	28			402576	
Feb	1		100776	21	
Mar	1		75776		
Apr	1		75776		
May	1		75776		
June	1		75776		
July	1		75776		
Aug	5			604612	
Aug	1		75776	127328	
Sept	1		75776		
Oct	1		75776	73192	
	14		75776	151552	
Nov	1		75776		
Dec	1		75776	733536	
	13			75776	
Jan	1		76126		
	16			152252	
Feb	1		76126		
March	1		76126		
	3			152252	
April	1		76126		
May	1		76126		
	12			76126	

[fol. 1140]

1959	Triple Miller	350 - 350 -	2188 2188	1050 1050	76476
H-59	Price increased to 3%				

Savage

1958					
June	1	76126			
	12		76126		
July	1	76126			
	8		76126		
Aug	1	76126			
	21		152252		
Sept	1	76126			
Oct	1	76126			
Nov	1	76126			
Dec	1	76126			
	22		208305		
1959					
Jan	1	76476			
Feb	1	76476			
March	9	76476			
			152952		

1959
Transferred
to New Book

[fol. 1142]

See Hymn.

[illegible]

1957

John A. Clunker
Salary
R R
Rule

1/1/57

Clunker on leave for 3 mos.

1/1/57

McNurlan 357.00

UAC 290 - 1/1/57

1-1-57

McNurlan

400 -

2198

525

700

427 13

428 88

428 88

21 88

5.25

377.75

Cancelled

400 -

2198

700

428 88

5776

[fol. 1144]

1171

Leach. Philip B.

Jan		42713		
12			1000-	
Feb	1	42713		
Mar	1	85422		cr. 14574
Apr	1	42713		
27		42713	1000-	70852
May	1	170852	1000-	29148 cr
Apr	18	42713		
June	1	213565	1000-	cr. 86435
July	1	42713	3000	cr. 43722
Aug	1	42713	3000	cr. 1009
Sept	26	42713		
Oct	1	241704	3500	cr. 8296
Nov	1	42713		
Dec	1	384417	3500	
10		42713		
Nov	1	427130	500	
1		42713	4000	
Dec	1		500	
1957				
Jan	11	42713	4800	32550
May	1	512650	32550	
June	1	42713		
July	1	42713		
Aug	1	42713		
Sept	1	42713		
Oct	1	42713		
Nov	1	42713		
Dec	1	42713		
1958				
Jan	11	42888	1000-	
May	1	42888		
June	1	42888		
July	1	128664	1000-	71336
Aug	1	85776	2000-	
Sept	1	85776	2000-	1002460 cr
Oct	1	85776	2000-	
Nov	1	85776	2000-	
Dec	1	85776	2000-	
1959				
Jan	11	85776	2000-	
May	1	85776		
June	1	85776		
July	1	85776		
Aug	1	85776		
Sept	1	85776		
Oct	1	85776		
Nov	1	85776		
Dec	1	85776		

[fol. 1145]

1958					
1-1-58	R.I.C. Inc. from 2% to 2 1/2%				
1-7-58	Clinkenbeard	400-	2188	1050	86126
	McNulan	400-	2188	1050	86126
1959	R.I.C. increased to 3%				
	Clinkenbeard	400-	2188	1050	
	McNulan	400-	2188	1050	86476
4-1-59	Clinkenbeard cut to	350-	2188	1050	
	McNulan cut to	350-	2188	1050	76476

[fol. 1146]

1173

1957									
Jan.		R. J. Calhoun	400.00	21.88	5.25				
		T. B. Yaeger	400.00	21.88	5.25				
Sept		R. J. Calhoun	500.00	21.88	5.25				
Aug	1	T. B. Yaeger	100.00	21.88	5.25			105426	
		Rude mts 270- 4/1/57							
Jan	1	R. J. Calhoun	500.00	21.88	7.00				
		T. B. Yaeger	500.00	21.88	7.00			105776	
June	16	Collins for last half of June						27063	
June	15	R. J. Calhoun removed (2 m)	250.00	15.63	5.00			19951	107014
July	1	E. A. Starnes	150.00	9.37	2.00				
		T. B. Yaeger	500.00	21.88	7.00				
June	16	E. M. Collins	500.00	21.88	7.00			122013	

[fol. 1148]

Yager, Carl L.

Jan	1	85426	85426
	3		
Feb	1	85426	85426
	2		
Mar	1	85426	85426
	2		
	29		
Apr	1	85426	85426
May	1	85426	85426
Apr	30		
Jun	1	85426	85426
May	28		
July	1	85426	85426
	2		
Aug	1	85426	85426
	29		
Sept	1	105426	105426
	10		
Oct	1	105426	105426
Sept	17		
Nov	1	105426	105426
	12		
Dec	1	105426	105426
	28		
1957			
Jan	1	105426	105426
	18		
Feb	1	350	
		105776	
		211552	
Mar	1	105776	106126
	22		218552
			105776

Dns. Ludd Jan

[fol. 1149]

[illegible]

Yager, Austin Chynna

April	6	105716	105716
	25		
May	1	105776	105776
	17		105776
June	1	79951	79951
July	24		
June	16	27063	
July	1	122013	
Aug	1	122013	
	26	271089	
Sept	1	122013	
	16		122013
Oct	1	122013	
Nov	1	122013	
	20		244026
Dec	1	122013	
Jan	6		122013
1958			
Jan	1	122438	
Feb	1	122438	
	19		244876
March	1	122438	
	10		122438
April	1	62532	
	23		62532
		122438	122438

[fol. 1151]

[illegible]

Yager and Yager

1959

June 1

1959

Transferred
to new Book

38238

[fol. 1153]

1180

1453

[illegible]

Hildebrand. Clefton

1956					
Apr	1		52713		
	11			52713	
May	1		105426		
Apr	27			105426	
June	1		105426		
May	28			105426	
July	1		105426		
June	28			105426	
Aug	1		105426		
July	26			105426	
Sept	1		105426		
Aug	26			105426	
Oct	1		105426		
Sept	26			105426	
Nov	1		105426		
Oct	29			105426	
Dec	1		105426		
Nov	30			105426	
1957					
Jan	1		105426		
	2			105426	
Jan		Risk - Jan	350		
Feb	1		105776		
Jan	31			105426	
Feb	27		211552	106476	
Mar	1		105776		
	28		217328	105776	
Apr	1		105776		
	29		423104	105776	
May	1		105776		
	028			105776	
June	1		105776		

[fol. 115v]

1957					
June	26		105776		
July	1		105776		
	27			105776	
Aug	1		105776		
Sept	1		105776		
	6			105776	
Oct	1		105776		
Sept	30			105776	
Nov	1		105776		
Oct	30			105776	
Dec	1		105776		
Nov	27			105776	
<u>1158</u>					
1-1	58	R.U.I. Co. Inc. from 2% to 2 1/2%			
1-1	58	Berkhold	500-	2188	975
		Dragmire	500-	2188	975
					106126

[fol. 1156]

1183

Hildebrand

1952					
Jan	1		106126		
	3			106126	
Feb	2		106126		
Jan	29			106126	
Feb	26			106126	
Mar	1		106126		
April	1		106126		
May	1		106126		
	8			106126	
	8			106126	
	27			106126	
June	1		106126		
	30			106126	
July	1		106126		
	31			106126	
Aug	1		106126		
	28			106126	
Sept	2	Supplies Ordered	23-		
	2			23-	
Sept	1		106126		
	29			106126	
Oct	1		106126		
	30			106126	
Nov	1		106126		
Dec	1		106126		
	1		1215812	1215812	rk

1959	R.U.I.C. increased to 3%				
1-1-59	Bockhold Dragmire	500- 500-	2188 2188	1050 1050	106476
4-1-59	Reduced salaries Bockhold Dragmire	350- 350-	2188 2188	1050 1050	76476

[fol. 1158]

1185

Hildebrand - 1959

119

Jan 1
5
Feb 1
Jan 30
Feb 27
March 1
30
April 1

1959
Transferred to
New Book

106476

106126

106476

106826

21 29 32

106476

106476

106476

76476

106476

[Vol. 1159]

1186

1159

[Tot. 1100]

Cost Book

[illegible]

1958				
July	31	Hildebrand	✓	106126
	31	Mc Elroy	✓	76126
Aug	1	Brandon	✓	225-
	11	Rawlings	✓	123626
	11	Rerat	✓	73077
	21	Savage	✓	152252
	28	Hildebrand	✓	106126
Sep	2	Mc Elroy	✓	74898
	2	Brandon	✓	225-
	2	Hildebrand (supplies)	✓	23-
	7	Rerat	✓	73059
	8	Lush (Supplies)	✓	23-
	16	Lush	✓	1000-
	17	Mc Ellyn	✓	750-
	29	Rawlings	✓	123625
	29	Hildebrand	✓	106126
Oct	1	Brandon	✓	225-
	6	Lush	✓	1500-
	6	Rerat	✓	73057
	20	Rawlings	✓	123626
	20	Mc Ellyn	✓	77500
	27	Lush	✓	1000-
	28	Lush	✓	108282
	30	Hildebrand	✓	106126
Nov	3	Brandon	✓	225-
	4	Rerat	✓	73057
	10	Rawlings	✓	123626
	18	Hendree	✓	1000-

[fol. 1162]

1189

1958				
Nov.	21	Dunn (McElroy)	✓	181686
Dec	1	Hildebrand	✓	106126
	1	Brandon	✓	225-
	5	Kerat	✓	73057
	15	Rawlings	✓	123626
	18	Dunn	✓	74857
✓	22	Savage	✓	228378
Jan	9	Dunn	✓	12065426
1959				
Transferred to New Ledger				
Jan	5	Hildebrand	✓	106126
	5	Brandon	✓	225-
	12	Rawlings	✓	123626
	12	McEllyn	✓	975-
	21	Henslee & Henslee (58)	✓	586818
	30	Hildebrand	✓	106826
Feb	3	Brandon	✓	225-
	9	Kerat	✓	38063
	11	Rawlings	✓	124326
	16	Kerat	✓	38413
	26	Henslee	✓	1746539
	27	Hildebrand	✓	106476
March	4	Brandon	✓	225-
	9	Savage	✓	162952
	9	Kerat	✓	38238
	13	Henslee, Monck & Murray	✓	273552
	13	Henslee, Monck & Murray	✓	145226
	13	Rawlings	✓	123976
	16	McEllyn	✓	950-

o. Cash Book

1954									
March 30	30	Ardebrand		106476					
		R.E. Shills (Supplies)		575					

January, 1958

1-1-58	Beck	250-	1563	625	
	Benner	150-	938	375	
	Bush	375-	2188	875	
	Crago	500-	-	-	
	Gray	250-	-	-	
	Halligan	500-	2188	875	
	Howard	500-	2188	875	
	McNew	150-	-	-	
	More	600-	2188	875	
	Moss	500-	2188	875	
	Patmore	250-	938	375	
	Rodriggi	500-	2188	875	
	Swiss	400-	2188	875	
	Taylor	500-	2188	875	
	Wible	150-	-	-	
		5575-	20973	8375	586818
1-1-58	R.U.I. inc. from 2% to 2 1/2%				
Feb. 24	Bills paid \$500.00				
Mar. 1	Patmore taken off payroll	5325-	20115	80-	560505
May 1	Patmore back on salary			+	586818

[fol. 1165]

Henslee

1958									
		Balance as of Dec. 31, 1957		406823					
Jan	10			5000 -					
Jan	1		586818						
Feb	1		586818				519015		
	24		500 -						
	20			6000 -					
March	1		560805				423197		
	19			6000 -					
April	1		560505				521692		
	23			6000 -			38813		
May	1		586818						
	23			6000 -					
June	1		586818				543542		
	18			6000 -					
July	1		586818						
Aug	1		586818						
Sept	1		586818				586035 D.B.		
Oct	1		586818				72903 D.B.		
Nov	1		586818						
	18			6000 -					
Dec	1	Henslee & Henslee - ud	6452372	4705833			1746539		
		Feb. 26 1959.	586818						
				1746539			(Entered in new book)		

[fol. 1166]

December		Salaries as per preceding page				5868 18
12-31-58	Banner taken off payroll	150 -	938	375	16313	
12-31-58	Gray taken off payroll	250 -	-	-	250 -	
					41313	
1-1-59	R.U.C. increased 3%					
1-1-59	Salaries					
	Buck	250 -	1563	750		
	Bush	375 -	2188	1050		
	Craig	500 -	-	-		
	Halligan	500 -	2188	1050		
	Howard	500 -	2188	1050		
	McNew	150 -	-	-		
	Moore	600 -	2188	1050		
	Moss	500 -	2188	1050		
	Palmore	250 -	938	450		
	Radrizzi	500 -	2188	1050		
	Seiss	400 -	2188	1050		
	Taylor	500 -	2188	1050		
	Wible	150 -	-	-		
					5471 05	
2-1-59	taken off Payroll					
	Howard	500 -	2188	1050		
	Halligan	500 -	2188	1050		
	Moore	600 -	2188	1050		
	Wible	150 -	-	-		
	McNew	150 -	-	-		
	Buck	250 -	1563	750		
		2150 -	8125	3900	227027	
	Feb. Salaries				320078	
4-1-59	Salaries Reduced					
	Bush	375 -	2188	1050		
	Craig	350 -	-	-		
	Moss	350 -	2188	1050		
			(Total)			

[fol. 1167]

1194

Henslee & Henslee (11-22-58)

Dec 1958
Jan 21-59

Salaries

1959
Transferred to
New Book

Jan 1
Feb 1
March 1
13
13

586818

586818

547105
324078
320078

273552

145226
412778

1132261

[for 1168]

1195

1168

1959					
4159 (int.)	Patmore (Full deduction)	350-	2188	1050	
	Radrizzi	350-	2188	1050	
	Suss	350-	2188	1050	
	Taylor	350-	2188	1050	

Month	Person	Salary	Rate	Amount	Total
1-1-58	R.U.I.C Increased from 2% to 2 1/2%				
1-1-58	Salaries - Regular				
	Thompson	350 -	21 88	875	
	Klein	350 -	21 88	875	176126
Jan	T.J. Thompson	14113	382	353	
	J.J. Klein	350 -	21 88	875	53411
Feb.	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	31613	1976	790	72442
March	T.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	94898
April	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	350 -	21 88	875	76126
May	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	31538	1971	788	72360
June	T.J. Thompson	350 -	21 88	875	
	J.J. Klein	350 -	21 88	875	76126
July	T.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Aug	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	350 -	21 88	875	76126
Sept	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Oct	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Nov	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Dec	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Jan	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Feb	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Mar	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Apr	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
May	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
June	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
July	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Aug	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Sept	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Oct	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Nov	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
Dec	J.J. Thompson	350 -	21 88	875	
	J.J. Klein	33871	2117	847	74898
1958	F.L. McElroy Died 9-24-58				
	New Council of M. Dunn effective 9-25-58				
1959	T.J. Thompson	15242			
	J.J. Klein	30334	1896	758	48220

McElroy

1958				
Jan	1		53411	
	10			53411
Feb	1		72442	
March	4			72442
March	1		74898	
April	18			74898
April	1		76126	
May	1		72360	
June	1		76126	
	3			76126
	13			72360
July	1		74898	
	31			76126
Aug	1		76126	
Sept	2			74898
Sept	1		74898	
Oct	1		74898	
Sept	1		57330	
			53411	633717
Oct	1			
	21		48230	
Nov	1			181686 (rem. 0.00 SAT Oct)
Dec	1		74857	
	18		76126	
Jan	9			74857
			832730	736804
				76126

S. M. Dunn

1959
In New Book

Nov.	T. J. Thompson	350 -	2188	875	
	J. J. Klein	33833	2115	846	74857
Dec.	T. J. Thompson	350 -	2188	875	
	J. J. Klein	350 -	2188	875	76126
[fol. 1172]					
1199					